

---

# NEW BROKERAGE ACCOUNT APPLICATION

To open your new UVEST Brokerage Account, we need to obtain your original signature and requested information on each form\* to comply with various regulations. If you have any questions, please call 1-800-277-7700.

1. Please print this Account Application.
2. Complete the requested information.
3. Sign and initial where indicated.
4. Mail the original documents to:

- **Return By Mail:**
  - Strategic Investment Group  
PO Box 1517  
Albemarle, NC. 28001
  -
- **Return By Hand:**
  - Strategic Investment Group  
132 North First Street  
Albemarle, NC. 28001

Once we receive your application(s), we will process your account and send you a welcome letter via e-mail that includes your new brokerage account number and ID to access your account on the Internet.

\* If the type of account you are opening requires additional documents, please download the appropriate documents from the "Other Documents" section of the "Open Account" web page.

---





# BROKERAGE ACCOUNT APPLICATION AND CUSTOMER AGREEMENT

ACCOUNT CARRIED WITH PERSHING LLC

200 S. College St., 21<sup>st</sup> Floor  
Charlotte, NC 28202  
(704) 375-3749 • (800) 277-7700  
Fax: (704) 371-8034

### Registration

- Individual       Corporation or Partnership\*:  Exempt     Non-Exempt
- Trust\*       Tenants in Common     Joint Tenants with Rights of Survivorship
- Custodian for Minor:  UTMA     UGMA     Other: \_\_\_\_\_

### Type of Account

- Cash       Margin\*       Option\*
- ProCash Plus\*       IRA\*

Account Number	RR No.
----------------	--------

\* Additional documents are required to open these types of accounts

Settlement Account Type: Manual

## Tell us about this account And your joint account owner (if any)

Name <input type="checkbox"/> Mr. <input type="checkbox"/> Ms.			Joint Owner's Name <input type="checkbox"/> Mr. <input type="checkbox"/> Ms.		
Street Address			Joint Owner's Street Address		
City	State	Zip Code	City	State	Zip
Social Security or Tax I.D. No.			Social Security No.		
Country of Citizenship	Date of Birth		Country of Citizenship	Date of Birth	
Evening Telephone No.	Day Telephone No.		Evening Telephone No.	Day Telephone No.	
Mailing Address (if different than above)			Mailing Address (if different than above)		
<b>ID Type</b> <input type="checkbox"/> Driver's License <input type="checkbox"/> US Gov't/Military <input type="checkbox"/> Passport <input type="checkbox"/> Existing UVEST Client	State/Gov't Issuer	Issue Date	<b>ID Type</b> <input type="checkbox"/> Driver's License <input type="checkbox"/> US Gov't/Military <input type="checkbox"/> Passport <input type="checkbox"/> Existing UVEST Client	State/Gov't Issuer	Issue Date
	ID No.	Expiration Date		ID No.	Expiration Date

## Tell us how to process your transactions *Select either Open Money Market or Debit/Credit Account.*

<input type="checkbox"/> Open Money Market Account <i>Default is Federated Capital Reserves</i>	<input type="checkbox"/> Debit/ Credit Account <b>Routing No.</b> _____ <b>Account No.</b> _____ <input type="checkbox"/> Checking <input type="checkbox"/> Savings
--	---

## Tell us about yourself *Select one in each category.* Tell us about your occupation(s)

\* See back of application for profile guide.

Years of Investment Experience	Occupation
Annual Income <input type="checkbox"/> \$0-29k <input type="checkbox"/> \$30-59k <input type="checkbox"/> \$60-89k <input type="checkbox"/> \$90-129k <input type="checkbox"/> \$130-179k <input type="checkbox"/> \$180k+	Employer
Financial Net Worth <input type="checkbox"/> \$0-49k <input type="checkbox"/> \$50-99k <input type="checkbox"/> \$100-149k <input type="checkbox"/> \$150-249k <input type="checkbox"/> \$250-499k <input type="checkbox"/> \$500k+	Years Employed
Total Net Worth \$	Employer Address
Tax Bracket <input type="checkbox"/> 0-15% <input type="checkbox"/> 16-27% <input type="checkbox"/> 28%+	City
Investment Objective <input type="checkbox"/> Income <input type="checkbox"/> Income & Growth <input type="checkbox"/> Growth <input type="checkbox"/> Speculative	State
Risk Tolerance <input type="checkbox"/> Below Average <input type="checkbox"/> Average <input type="checkbox"/> Above Average <input type="checkbox"/> Aggressive	Zip Code
Investment Time Frame <input type="checkbox"/> 0-2 yrs. <input type="checkbox"/> 3-5 yrs. <input type="checkbox"/> 6-9 yrs. <input type="checkbox"/> 10+ yrs.	Joint Owner's Occupation
	Employer
	Years Employed
	Employer Address
	City
	State
	Zip Code

Are you or the joint owner a senior officer, director or large shareholder of a public company?  No  Yes

If yes, what is the name of the company?

Are you, the joint owner, or any member of your immediate family affiliated with or employed by a member of a stock exchange or the NASD?  No  Yes

(If yes, employer authorization is required) What is the affiliation?

Is the holder, or a person with an interest in the account, either (1) a senior military, governmental, or political official in a non-U.S. Country or (2) closely associated with or an immediate family member of such an official?  No  Yes If yes, identify the name of the official, office held, and country:

Are you or the joint owner maintaining any other brokerage accounts?  No  Yes With which firm(s)?

Are you or the joint owner invested in any mutual funds or annuities?  No  Yes With which companies?

**Please review your information, read the Agreements and Privacy Policy on the reverse side and below before signing.**

This document contains a pre-dispute arbitration clause, which appears on the reverse side in paragraph 15.

**DISCLOSURE:** x \_\_\_\_\_ (please initial) I/we have been advised and understand that non-deposit products are offered by UVEST Financial Services, not by my financial institution, and that my financial institution and UVEST are not affiliated in any way. I/we have been advised and understand that non-deposit products (stocks, bonds, mutual funds, unit investment trusts, fixed and variable annuities, and insurance products), offered by UVEST Financial Services (1) are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC), NCUA, or any other government agency (with the exception of brokered CDs). Furthermore, non-deposit products (2) are not deposits of this institution; (3) are not obligations of, or guaranteed by this financial institution; (4) and may involve investment risks, including the potential loss of principal. I am aware that there are fees associated with the purchase or sale of mutual funds and/or annuities, and a copy of such prospectus has been provided to me. I/we understand that this financial institution may not condition the extension of credit on my purchase of an insurance product or annuity from this financial institution or one of its affiliates and that this financial institution may not prohibit me from purchasing an insurance product or annuity from an unaffiliated entity. I have received a copy of the Customer Agreement, located on the reverse side of this application.

Under the penalties of perjury, I (we) certify 1) that the taxpayer identification number(s) indicated above is (are) correct, and 2) I am a U.S. person. 3) that I (we) am (are) not subject to backup withholding as a result of failure to report all interest or dividends, or the Internal Revenue Service has notified me (us) that I (we) am (are) no longer subject to backup withholding. (Please check here \_\_\_\_\_ only if you are subject to backup withholding.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.

X \_\_\_\_\_ X \_\_\_\_\_  
 Client Signature Date Joint Owner Signature

X \_\_\_\_\_  
 Registered Principal Signature  
 UVEST USE ONLY

**Additional Documentation**

Additional forms are required when opening the following accounts. All of the following may be downloaded from the "Other Documents" area of the "Open Account" page of your brokerage web site.

<p><b>Corporate Resolution</b>                  The form must be signed by the corporation's secretary and have the company's seal or be notarized. For companies or organizations that are not incorporated, please use the Non-Corporate Resolution.</p>	<p><b>Account Transfer</b>                  This form is used to transfer your account from another brokerage firm, bank, or mutual fund. The names listed on the accounts must match and a copy of your most recent statement must accompany this form.</p>
<p><b>Traditional IRA</b>                  This form, in addition to the standard application, is used when establishing a Participant, Rollover, Spousal, Guardian, or Beneficiary Individual Retirement Account.</p>	<p><b>Roth IRA</b>                  This form is required, in addition to the standard application, when establishing a Roth IRA account.</p>
<p><b>Margin Account</b>                  This form is used to establish a margin account.</p>	

UVEST BrokerageApplication/Letter/May.2005

## CUSTOMER AGREEMENT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### \*Investment Profile Guide

1. The **Income** category should represent the income of all account holders.
2. The **Financial Net Worth** should represent the net worth of the account holder(s) less the value of their home. **Total Net Worth** should indicate net worth including all assets less liabilities.
3. **Tax Bracket** should indicate the highest tax bracket of the account holder(s).
4. The **Investment Objectives** category selections are define as follows:
  - Income – identifies clients seeking income from their investments.
  - Income & Growth - indicates a client whose objectives include both Growth and Income components.
  - Growth - identifies clients seeking growth from their investments.
  - Speculative - should be indicated for clients who are willing to assume very high risk in seeking higher returns in their investments.
5. **Risk Tolerance** – use this category to designate how much risk the client is willing to accept in order to achieve their goals for this account.
  - Below Average Risk - willing to only accept small fluctuations in value to achieve investment objectives.
  - Average Risk – willing to take on moderate fluctuations in value with overall market.
  - Above Average Risk – willing to accept a higher than average amount of risk and declines in value to reach their goals.
  - Aggressive - identifies customers that will assume very high risk on speculative investments to earn higher returns.
6. **Time Frame** – The investment time horizon for this account.

### To UVEST Financial Services

1. I (we) have the required legal capacity and am (are) authorized to enter into this agreement. I (we) may terminate it at any time by delivering written notice of termination to you, and you may terminate it at any time by delivering written notice of termination to me (us).
2. In case of an unsolicited agency transaction, I (we) understand that you provide no investment advice, nor do you give advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my (our) order or the order of my (our) authorized delegate, except as described in paragraph 6.
3. I (we) acknowledge that I (we) have been informed that UVEST Financial Services has entered into a clearing agreement with PERSHING LLC, which specifies the functions and responsibilities of UVEST Financial Services with respect to certain matters affecting my (our) account, and that a description of that agreement is available upon my (our) written request.
4. I (we) understand and agree that any telephone conversation with you may be recorded for accuracy.
5. In the event I (we) become indebted to you in the course of operation of this account, I (we) agree that I (we) will repay such indebtedness upon demand. I (we) agree that, if after demand I (we) fail to pay the indebtedness, you may close my (our) account and liquidate the assets in my (our) account in an amount sufficient to pay my (our) indebtedness.
6. I (we) agree, when placing sell orders, to designate whether each order is from a short position or long position, and authorize you to mark each order accordingly. If you do not already hold securities designated for long accounts when the order is placed, I (we) agree to deliver such securities in good form to you on or before the settlement date for the order. If I (we) do not fulfill this agreement, or if you are unable to settle any other transaction by reason of my (our) failure to make payment or deliver securities in good form, I (we) authorize you to take all steps necessary to complete the transaction, and I (we) will reimburse you for all costs, losses or liabilities you incur.
7. I (we) appoint you as my (our) agent for the purpose of carrying out my (our) directions with respect to the purchase or sale of securities. To carry out your duties, you are authorized to open or close brokerage accounts, place and withdraw orders, receive copies of confirmations and statements of account and take such other steps as are reasonable to carry out my (our) directions.
8. If this is a joint account, it shall be held by us jointly with rights of survivorship (payable to either or the survivor of us), unless we notify you otherwise and provide such documentation as you require. Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her behalf and to represent him or her in all respects in connection with this Agreement. You shall be fully protected in acting upon the instructions by either or both of us.
9. I (we) authorize UVEST Financial Services to direct any financial institution, to deduct from any checking, savings or other account held by me (us) and apply the amount deducted to (1) any amount owed UVEST Financial Services for any transaction executed for my (our) account which I (we) have not settled on the settlement date, or (2) any amount owed UVEST Financial Services because of any loss in my (our) account, or (3) my (our) account to maintain my (our) account in compliance with any federal or state laws and regulations or the rules and regulations of any exchange or self-regulatory organization. I (we) authorize any financial institution to rely on a machine copy of this Agreement as authority for such financial institution to make such deductions and to also credit my (our) account for any dividends and interest on securities held in my (our) account with UVEST Financial Services.
10. You shall not be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond your control.
11. The reasonable costs of collection of the debit balance and any unpaid deficiency in my (our) accounts, including attorney's fees incurred by you, shall be reimbursed by me (us) to you.
12. I (we) understand that all open orders may be reviewed after 30 days. In the event that you are unable to confirm with me (us) that the order is still good, you may, at your discretion, cancel it.
13. I (we) understand that UVEST is a Trademark of UVEST Financial Services.
14. I (we) agree that this Agreement shall be governed by and interpreted in accordance with the laws of North Carolina, excluding its conflicts of law rules.
15. I (we) acknowledge and agree that this agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:
  - 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.
  - Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
  - The arbitrators do not have to explain their award.
  - The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
  - The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
  - The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

I (we) agree, and by carrying an account for the Customer, UVEST Financial Services agrees, that all controversies which may arise between the parties concerning any transaction or construction, performance, or breach of this or any other agreement between us pertaining to securities and other property, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted pursuant to the Federal Arbitration Act and the laws of the State of North Carolina, the National Association of Securities Dealers, Inc., or the Municipal Securities Rule Making Board and in accordance with the rules of the selected organization. The Customer may elect in the first instance where arbitration shall be made, but if the Customer fails to make such election by registered letter or telegram addressed to UVEST Financial Services at UVEST Financial Services' main address, before the expiration of ten days after receipt of a written request from UVEST Financial Services to make such election, then UVEST Financial Services may make such election. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered and enforced in any court, state or federal, having jurisdiction. No persons shall bring a punitive or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a punitive class action; or who is a member of a punitive class who has not opted out of the class with respect to any claims encompassed by the punitive class action until: (i) the class certification is denied, or (ii) the class is decertified, or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. I (we) understand that complaints, not requesting resolution through arbitration, may be directed to the UVEST main address at 200 S. College St., 21<sup>st</sup> Floor, Charlotte, NC 28202.

16. UVEST has established a Business Continuity Plan that will support our ability to conduct business in the event of a Significant Business Disruption (SBD). This plan is reviewed and updated annually, and can be updated more frequently if necessary. We have identified three types of SBDs that could affect UVEST's functionality: building inaccessibility, loss of systems, and inclement weather. Should UVEST be impacted by a SBD, we aim to minimize business interruption as quickly and efficiently as possible. We have implemented recovery plans that address each of our SBDs, and intend to be operational within 4 hours. In the event UVEST is not accessible, clients may call our clearing firm, Pershing, directly for assistance at 201-413-3635. To receive more information about UVEST's Business Continuity Plan, please send your request in writing to: UVEST Financial Services; Business Continuity Plan Coordinator; 200 South College Street, 21<sup>st</sup> Floor; Charlotte, NC 28202.

17. I (we) are aware that UVEST may form a strategic relationship with certain mutual fund, annuity or other product providers. As part of these relationships, UVEST may receive compensation in excess of that disclosed in the products prospectus. UVEST does not mandate any specific sales goals for products offered by these providers, nor does UVEST penalize registered representatives for offering products of a provider who does not maintain a strategic relationship with UVEST. If you would like more information, please write to us as UVEST Financial Services, 200 S. College St, 21<sup>st</sup> floor, Charlotte, NC 28202.

18. I (we) understand that, unless we object in writing, you may disclose my (our) name(s), address(es), and securities position to issuers of securities so that I (we) can receive important information about the securities.

19. I (we) are aware that this account is subject to the UVEST schedule of fees, a copy of which is available upon my request.

20. I (we) understand that, under the Federal Fair Credit Reporting Act, I (we) have the right to notify you if I (we) believe you have inaccurately reported information about my (our) account to a consumer reporting agency. I (we) understand that under no circumstances will UVEST sell, share or otherwise provide my (our) personal information to any non-affiliated third party entity. I (we) acknowledge that you have disclosed to me (us) that an investigative consumer report, including information as to my (our) creditworthiness, insurance and credit standing, credit capacity, character, general reputation, personal characteristics, and mode of living will be conducted. I (we) have initiated this transaction and have been advised that I (we) have the right, upon written request within a reasonable time after having received this disclosure, to complete and accurate information on the nature and scope of the inquiry, if one is made, and to a written summary of the rights of the consumer under the Fair Credit Reporting Act with any disclosure from a consumer reporting agency. I (we) understand any such requests, notices, or inquiries should include my (our) names(s), current address(es), social security number(s), telephone number(s), and account number, and, in the case of information I (we) believe inaccurately reported, the specific item of dispute. I (we) understand that my (our) request should be sent to UVEST Financial Services, 200 South College St., 21<sup>st</sup> Floor, Charlotte, NC 28202, and should be mailed in a separate envelope and not included with any other correspondence. I (we) understand that, except to the extent required by applicable law, these Fair Credit Reporting Act disclosures do not apply to business to business or commercial transactions.

#### **Privacy Policy**

21. In order to maintain and service my (our) accounts, UVEST will gather and store information about me (us). This information, collected via the new account application and other account documentation, is critical to open and administer my (our) account. In addition to this collected information, transactions facilitated by me (us) through UVEST will be kept for reporting purposes and pursuant to UVEST's regulatory requirements. To provide superior service to clients it is necessary for UVEST to share information with third parties it is currently involved with in a contractual relationship (such as my (our) referring financial institution). This sharing of personal information is carried out on a strictly professional basis and is incidental to servicing my (our) account. UVEST has received assurances from these third parties that they will not share my (our) personal information. I (we) understand that through the normal course of servicing my (our) account, certain agents and employees may have access to my (our) confidential account information. This may include operations and support personnel, as well as my (our) investment professional. I (we) understand that access to this information is limited and held in the strictest confidence. I (we) understand that information about former customers who do not currently maintain an account relationship with UVEST is not shared with any outside party. I (we) understand that due to the partnerships that UVEST has with financial institutions to offer investment services, sharing of information with these financial institutions is critical to servicing my (our) account. Allowing this sharing process to continue uninterrupted will allow me (us) to take full advantage of the value offered by the relationship between my (our) financial institution and UVEST Financial Services. This type of sharing does not occur in Vermont and North Dakota. UVEST does offer me (us) the option to limit the sharing of information between UVEST and my (our) referring financial institution. If I (we) would like to request that my (our) information not to be shared with my (our) referring financial institution or if I would like more information about UVEST's Privacy Policy, my (our) request should be sent to UVEST Financial Services: in writing to UVEST Financial Services, Attn: Compliance/Privacy Policy, 200 South College St., 21<sup>st</sup> floor, Charlotte, NC 28202; by email to [compliance@vest.com](mailto:compliance@vest.com); or, telephoning UVEST at (800) 277-7700.



# INTERNET ACTIVATION FORM

200 S. College St., 21<sup>st</sup> Floor  
 Charlotte, NC 28202  
 (704) 375-3749 • (800) 277-7700  
**Fax: (704) 371-8034**

**Account Number(s)** For new accounts, a number will be assigned upon receipt.  
 List all account numbers with an optional description of the account type to help you differentiate multiple accounts once you are logged into the system.  
 (For example, retail account or retirement account)

UVEST Account Number	Description (Optional)
UVEST Account Number	Description (Optional)
UVEST Account Number	Description (Optional)
UVEST Account Number	Description (Optional)
UVEST Account Number	Description (Optional)
UVEST Account Number	Description (Optional)
UVEST Account Number	Description (Optional)
UVEST Account Number	Description (Optional)
UVEST Account Number	Description (Optional)
UVEST Account Number	Description (Optional)

**Account Information**

Date of Birth	Mother's Maiden Name (Required for Password) Use a code name for Corporate Accounts
---------------	---

E-Mail Address

**Signatures** Before signing below, carefully read the UVEST Internet Agreement following this page. Retain a copy of this activation form and agreement for your files.

Print Name	Signature
Print Name	Signature
Print Name	Signature
Print Name	Signature
Print Name	Signature
Print Name	Signature
Print Name	Signature
Print Name	Signature
Print Name	Signature
Print Name	Signature <input type="checkbox"/> Yes <input type="checkbox"/> No

**User Identification (ID)** Your User ID will be assigned to you. You will be sent an e-mail regarding account access.

<b>For Office Use Only</b>		
ACE Entitlement Complete By	Date	Trading <input type="checkbox"/> Yes <input type="checkbox"/> No

UVEST InternetAgreementandActivation/Letter/May.2005



## INTERNET AGREEMENT

200 S. College St., 21<sup>st</sup> Floor  
Charlotte, NC 28202  
(704) 375-3749 • (800) 277-7700  
Fax: (704) 371-8034

### To UVEST Financial Services:

1. I (We) agree that by using and opening an account with UVEST Financial Services (UVEST) through the internet, I (We) have the required legal capacity to enter into a legal contract, and that I (We) will be bound jointly by the UVEST Customer Account Agreement and the UVEST Internet Trading Disclosure and Agreement, and I agree to the following:
2. I (We) will be solely responsible for and will be the exclusive owner of my password and account number, which allows access to UVEST Financial Services (UVEST).
3. I (We) accept full responsibility for use and protection of the password used to login to an account, as well as for any transaction occurring in an account opened, held, or accessed through the password, and I agree that UVEST may presume that any order entered by a person using the password is authorized by me. **If I allow third parties to access my accounts, I will defend and indemnify you against any liability, costs, or damages arising out of claims or suits by such third parties based upon or relating to such access and use.**
4. I (We) agree to notify UVEST immediately of any loss, theft, or unauthorized use of my password and/or account number. Furthermore, I (We) agree to notify UVEST Financial Services via U.S. Mail, in writing of the following: notification of any failure to receive a message from us indicating that an order was received and/or executed by us; or any failure by you to receive an accurate written confirmation of an execution; or any receipt of confirmation of an order and/or execution which you did not place; or any inaccurate information in your account balances, security positions, or transaction history. If you fail to notify us when any of the above conditions occur, we will not have any responsibility or liability for any claims with respect to the handling or loss of any order.
5. **I (We) agree that communications may be sent to me (us) at my (our) postal or electronic mail address or at such other address as I (we) may hereafter give you in writing or by electronic mail, and all communications so sent, whether by mail, electronic mail, telegraph, messenger or otherwise, shall be deemed given to me (we) personally, whether actually received or not.**
6. I (We) agree that if any provision or condition of this agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.
7. I (We) agree that for our mutual protection, UVEST Financial Services will monitor and record telephone conversations and or electronic communications between UVEST and us.
8. **I (We) agree that UVEST Financial Services does not provide any tax, legal or investment advice nor do we give advice or offer any opinion with respect to the suitability of any security order. I (We) understand that I may be able to access Pershing or any other investment research reports through the internet, including computerized online services, the availability of such information does not constitute a recommendation to buy or sell all or any of the securities discussed therein. Any investment decisions I (We) make will be based solely on my own evaluation of my financial circumstances and objectives.**
9. I (We) agree and understand that any securities bought through UVEST will be paid prior to or on the settlement date of the transaction.
10. **I (We) agree and understand that UVEST cannot and will not be liable or responsible for any delays in execution of an order. UVEST places orders on a "best efforts" basis. Any delay in execution is beyond UVEST's control, and UVEST shall be deemed not responsible and or liable for any delay in execution, due to market volume and or market volatility. UVEST cannot and will not be liable for any delay in execution due to an order approval process.**
11. I (We) agree that all transactions for your account shall be subject to the conditions, rules, regulations, customs and usages of the exchange or market and its clearinghouse, if any, where executed by us or by our agents.
12. I (We) agree that any order electronically transmitted to UVEST shall not be deemed received until UVEST has acknowledged that the order has been received.
13. I (We) agree to notify UVEST immediately of any discrepancies or inaccuracies in my account balances or security positions. Failure to notify UVEST immediately will result in UVEST accepting no responsibility or liability for any claims resulting from these discrepancies or inaccuracies.
14. UVEST may cancel any order, at any time, at its own discretion if the requirements for the cash and/or margin account are not met and/or if its internal policies for type, size, or limits of orders are violated.
15. I (We) agree that market data, price and security information supplied by UVEST is believed to be reliable, but is not guaranteed. Information is provided on a best-efforts basis, and UVEST is not liable for any loss or damage arising from inaccuracies, errors, omissions, delays, interruptions, non-performance, or negligent act of any provider of such information or service.
16. I (We) agree that when I (We) place a request to cancel and/or modify an order, the cancellation/modification of that order is not guaranteed. I (We) understand that a cancellation/modification request needs to be received by UVEST and matched with the original order prior to the cancellation/modification of that original order.
17. **I (We) agree that UVEST will not be liable for any direct, indirect, incidental, special, or consequential damages (including lost profits, trading losses and damages) that result from inconvenience, delay or loss of the use of the internet service even if UVEST has been advised of the possibility of such damages.**
18. **I (We) agree that UVEST and its affiliates will not be liable for any losses resulting from a cause over which over which UVEST or its affiliates do not have direct control, including but not limited to the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems.**
19. I (We) agree that UVEST reserves the right to terminate my access to its Internet Service at any time and at its sole discretion without notice.
20. I (We) understand that all the terms and conditions of my UVEST Customer Agreement control the operations of my account and those terms and conditions are incorporated herein by reference.
21. I (We) agree and understand that certain securities may grant me (us) valuable rights that may expire unless the I (we) take action. These securities include, but are not limited to, warrants, stock purchase rights, convertible securities, bonds and securities subject to a tender or exchange offer. I (We) agree and understand that I (we) are responsible for knowing the rights and terms of all securities in my (our) account. UVEST Financial Services is not obligated to notify me (us) of any upcoming expiration or redemption dates, or to take any other action on my (our) behalf, without specific instruction from me (us), except as required by law and applicable rules of the regulatory authorities. However, I (we) agree that if any such security is about to expire worthless or be redeemed for significantly less than its fair market value, and UVEST has not received instructions from me (us), UVEST may, at its discretion, sell the security and credit my (our) account with the proceeds.
22. **Exchange Data and Information**  
"Information Providers" for securities quotations on this Internet Service (Service) include various securities markets such as the New York Stock Exchange, American Stock Exchange, NASDAQ Stock Market, Inc. and other exchanges, their affiliates, agents, and others. By using this Service, you agree that (I) market quotes and other information received from Information Providers are solely for your own personal use; (II) you shall not retransmit or otherwise furnish market data to any other person; (III) you acknowledge that the data is and shall remain the property of the respective Information Providers or of the market on which a reported transaction took place or a reported quotation was entered; and (IV) you acknowledge that the Information Providers are third-party beneficiaries under these provisions and may enforce these provisions against you.
23. **Disclaimer of Warranties and Liability**  
The data and information accessible on this Service is provided "AS IS" and there may be delays, omissions or inaccuracies in such information and data. UVEST, its affiliates, agents, information providers, and licensor cannot and do not guarantee the accuracy, sequence, completeness, timeliness, merchantability or fitness for a particular purpose of the information or data made available through the Service or by any force majeure or any other cause beyond their reasonable control. Neither this Service nor any of its affiliates, agents, information providers, or licensor shall be liable to you or to anyone else for any loss or injury caused in whole or in part by its negligence or omission in procuring, compiling, interpreting, editing, writing, reporting, or delivering any information or data through this Service. In no event will this Service, its affiliates, agents, information providers, or licensor be liable to you or anyone else for any decision made or action taken by you in reliance upon such information or data or for any consequential, special or similar damages, including but not limited to lost profits, trading losses, damages resulting from inconvenience, or loss of use of the Service, even if advised of the possibility of such damages.