

Lek Securities Corporation

Agreement for Prime Broker Clearing Services

This Agreement by and between Lek Securities Corporation (“LSC”), on its own behalf or on behalf of its Correspondent firm for which it acts as clearing firm, and _____ or its authorized representative (“Customer”) on the ___ / ___ / ___ , sets forth the terms and conditions under which LSC will act as prime broker for the clearance and settlement of transactions executed for the account of Customer. Customer maintains brokerage accounts with a number of other brokers (“Executing Brokers”) and will, from time to time, place orders to be executed by one or more of these Executing Brokers. Customer hereby appoints LSC to act as prime broker for the Customer, to establish a prime brokerage account and to perform certain services in connection with the settlement and clearance of such transactions in accordance with the terms set forth in this Agreement. It is the intention of the parties that such prime brokerage services will be conducted in accordance with the terms of this Agreement, the **Prime Broker Committee**, SEC No-Action Letter (January 25, 1994) (the “No-Action Letter”), as the same may be amended, modified or supplemented from time to time, and all applicable federal and state laws and regulations.

In consideration of LSC accepting one or more prime brokerage accounts of the Customer and agreeing to act as prime broker for the Customer in the purchase or sale of securities (“Prime Broker Transactions”), Customer agrees to the following with respect to any of the Customer’s accounts with LSC for the purchase and sale of securities, options, and other property, or any transaction between LSC and Customer, for extensions of credit (if applicable), and for the purpose of granting LSC rights of netting and set off and of foreclosure on cash, securities, and other property which may from time to time be held or carried in any account for the Customer, that is due to Customer, or that is delivered to or in the possession or control of LSC or any of LSC’s agents on behalf of the Customer, and any proceeds thereof (“Collateral”).

Prime Brokerage Services

1. Customer hereby acknowledges that it has read and fully understands the terms of the No-Action Letter and that it undertakes to carry out Prime Broker Transactions in accordance with the terms of the No-Action Letter and to inform LSC promptly if this undertaking is not met.
2. Customer agrees to give LSC written notice of the names of the Executing Brokers with whom the Customer intends to place prime brokerage orders. Customer acknowledges that in order to provide prime brokerage services, LSC is required to execute an agreement with all Executing Brokers with whom the Customer engages in Prime Brokerage Transactions (the “Prime Brokerage Agreement”) and that all Prime Brokerage Transactions shall be subject to such Prime Brokerage Agreement. Customer agrees that at its sole discretion, LSC may decline to enter into a Prime Brokerage Agreement with any Executing Broker and Customer will not engage in Prime Brokerage Transactions with any Executing Broker with whom LSC has not entered into a Prime Brokerage Agreement.

Customer authorizes LSC to enter into an agreement with all such Executing Brokers, which now or in the future effect transactions for the account of Customer. Customer will use its best efforts to assure that such Executing Brokers comply with the terms set forth in such agreement. Customer also agrees that, as between LSC and Customer, any loss resulting from an Executing Broker’s non-compliance therewith, or resulting from any other action taken or not taken by an Executing Broker or its agent or other third party with respect to the Customer or its accounts, will be borne solely by Customer and Customer agrees to indemnify LSC as provided below.

Customer authorizes LSC to establish prime brokerage account relationships and accounts on behalf of Customer with Executing Brokers whom Customer has requested and with whom LSC agrees to enter

into a Prime Brokerage Agreement. In connection therewith, Customer authorizes LSC to provide any information relating to Customer's account(s) which may be necessary in order for LSC to establish a prime brokerage relationship on Customer's behalf with the Executing Brokers. As between LSC and the Executing Broker, the Executing Broker will be acting as an agent of Customer for the purposes of carrying out Customer's directions with respect to the purchase, sale and settlement of securities.

3. Customer acknowledges that LSC has not recommended or endorsed any Executing Brokers and LSC shall not be responsible or liable for any acts or omissions of any Executing Broker or its employees. Customer understands that LSC does not act as investment advisor, give investment advice, make recommendations, or solicit orders, that LSC does not advise prime brokerage customers, perform any analysis, or make any judgment on any matters pertaining to the suitability of any order, or offer any opinion, judgment or other type of information pertaining to the nature, value, potential or suitability of any particular investment, transaction, or, if applicable, margin trading.

Customer agrees to indemnify and hold LSC harmless from any loss, claim or expense, including attorneys' fees, incurred by LSC in connection with LSC's acting or declining to act as prime broker for Customer and to fully reimburse LSC for any legal or other expenses (including the cost of any investigation and preparation) which LSC may incur in connection with any claim, action, proceeding, or investigation arising out of or in connection with this Agreement, the prime brokerage services or any transactions hereunder.

4. Customer will advise LSC on trade date of the details of all transactions effected by Executing Brokers on Customer's behalf as required by the No-Action Letter (the "Trade Data"). Customer authorizes LSC to acknowledge, affirm, settle and clear all such transactions that are accepted by LSC. Customer acknowledges and agrees that LSC may disaffirm, DK or decline to affirm, clear or settle any prime brokerage order or transaction as provided in the No-Action Letter, Prime Brokerage Agreement or this Agreement. In such event, Customer shall be required to clear and settle any such Prime Brokerage Transaction with the applicable Executing Broker and Customer shall be liable to LSC for any loss resulting therefrom.

Customer authorizes LSC to undertake to resolve any unmatched trade reports received by LSC from an Executing Broker, however it is agreed that Customer shall remain responsible for the ultimate resolution thereof. Customer agrees that it is responsible, and liable to LSC, for all costs, losses and fees (including but not limited to those associated with buy-ins and sell-outs and those resulting from an Executing Broker's inability to settle a transaction) arising out of the orders placed by Customer with an Executing Broker or any action taken or not taken by an Executing Broker with respect to Customer or its accounts. LSC shall have no responsibility with respect to Trade Data not correctly submitted to LSC on a timely basis by any person or entity, including the Depository Trust Company.

5. Customer understands and agrees that it shall be required to maintain in its prime brokerage account with LSC a minimum net equity as agreed upon in cash and securities, but in no event less than that required in the No-Action Letter, and that settlement of such transactions accepted by LSC will be made by LSC only if sufficient funds or securities, as applicable, are maintained in an account with LSC or if Customer makes other arrangements for settlement which are satisfactory to LSC; provided, however, that in no event shall LSC accept any transaction if Customer maintains, or the settlement of such transaction would cause it to maintain, a net equity less than the minimum required by the No-Action Letter. Customer understands that LSC reserves the right at any time to place a limit on the size of transactions executed by any Executing Brokers that are to be settled and cleared by LSC as a prime broker.

In the event Customer's account falls below the minimum net equity required by the No-Action Letter, Customer hereby authorizes LSC to notify promptly all Executing Brokers with whom it has a Prime Brokerage Agreement on Customer's behalf of such event. If Customer fails to restore its account to compliance with the minimum net equity required by the No-Action Letter, Customer further understands

and agrees that LSC may, without notice to Customer, in accordance with the terms of the No-Action Letter, disaffirm, DK or, decline to affirm, clear or settle any specific transaction effected by the Executing Broker on Customer's behalf. Except as provided in paragraph 10 of this Agreement, Customer understands that should LSC disaffirm, or decline to affirm any Customer transaction, all of Customer's transactions that day shall be disaffirmed, or not affirmed. In any such case, LSC shall send a cancellation notification to Customer to offset the notification sent to Customer in paragraph 6 of this Agreement and Customer understands that Customer must settle outstanding trades directly with the Executing Broker. Customer further understands that LSC will not be bound to make any investigation into the facts surrounding any transaction to which Customer is a party. Customer understands and agrees that, immediately upon notice to Customer and, if required to the Executing Brokers, LSC may cease acting as Prime Broker.

6. On the day following each transaction, LSC shall send to Customer a notification of each trade placed with any Executing Brokers based upon information provided to LSC by Customer. Any confirmations or advices of trades issued by LSC as a prime broker shall indicate the name of the Executing Broker involved and the other information required by the No-Action Letter. If Customer has instructed Executing Brokers to send trade confirmations to Customer in care of LSC, Customer understands that such confirmations are available to Customer without charge upon request. Reports of the execution of orders and statements of the account for accounts of Customer shall be conclusive and binding if not objected to in writing, the former within five (5) days, and the latter within ten (10) days, after transmittal by LSC to Customer at the address of Customer, or at such other address as Customer may hereinafter provide LSC in writing, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to Customer personally as of the date sent, whether actually received or not.

7. Customer agrees to pay all fees agreed to by LSC and Customer and to make any necessary arrangements with Executing Brokers concerning the payment of such fees, including the deduction of any such amounts from commissions charged by the Executing Brokers.

Managed Accounts

8. Paragraphs 8 through 10 apply if Customer's account is managed by a registered investment advisor ("Advisor") with whom Customer hereby represents has entered into a written agreement which authorizes Advisor to enter into Prime Brokerage Transactions on behalf of Customer.

9. Customer hereby authorizes the Advisor designated in the signature section of this Agreement as the agent and attorney-in-fact of Customer to give instructions to LSC and take all actions regarding the execution, clearance and settlement of Prime Brokerage Transactions, including all actions necessary or incidental to the completion thereof, on Customer's behalf and for Customer's account and risk, including on margin if Customer has requested and been accepted for margin. LSC may rely and act upon any instruction(s) Advisor may give to LSC regarding the account of Customer without further verifying such instructions with Customer.

10. Customer hereby authorizes LSC, if its account is managed on a discretionary basis by an Advisor: to commingle its Prime Brokerage Transactions with those of other accounts of its Advisor ("sub-accounts") for settlement in bulk with LSC in accordance with Customer's Advisor's instructions. Customer understands that no part of any transaction may be allocated to sub-accounts where one or more of such sub-account's net equity is below the minimum level established by the No-Action Letter and that, should such a net equity maintenance problem occur in any such sub-account, LSC shall be required to disaffirm the entire transaction. Customer agrees that, should such an event occur, its Advisor may resubmit the bulk trade to the Executing Broker so as to exclude those securities which were originally allocated to the sub-account failing to meet the minimum net equity or, if permissible, re-allocate the entire Prime Brokerage Transaction to those sub-accounts meeting the net equity requirements established by the No-

Action Letter. Customer understands that such reallocation must be communicated to LSC prior to the disaffirmance deadline established by the No-Action Letter.

General Provisions

11. This Agreement shall constitute a supplement to any Margin, Option, Account or any other agreement between Customer and LSC. In case of any inconsistency between this Agreement and any such other agreement, the provisions of this Agreement shall control

12. Applicable Rules and Regulations. All transactions under this Agreement shall be subject to the rules and regulations of all applicable federal, state, and self-regulatory authorities including but not limited to the Securities and Exchange Commission, all relevant securities exchanges, the Municipal Securities Rulemaking Board, the Financial Industry Regulatory Authority (FINRA), the Board of Governors of the Federal Reserve System and the constitution, rules and customs of the exchange or market (and its clearing house, if any) where executed.

13. Any credit balances, securities, assets or related contracts, and all other property in which Customer may have an interest held by LSC or carried for Customer's account shall be subject to a general lien for the discharge of Customer's obligations to LSC, and LSC may sell, transfer, or assign any such assets or property to satisfy an obligation whether or not LSC has made advances with respect to such property. Shares of any investment company in which Customer has an interest also are subject to a general lien for the discharge of Customer's obligation without further notice or demand. No provision of this Agreement concerning liens or security interests shall apply to any account to the extent such application would be in conflict with any provision of ERISA or the Internal Revenue Code relating to retirement accounts.

14. Netting and Set Off Rights. LSC shall have the right, at any time from time to time, to set off any and all of its obligations against any and all obligations of Customer, to foreclose on any Collateral for purpose of satisfying any and all obligations of Customer. Customer agrees that the fulfillment of the obligations is contingent upon there being no breach, repudiation, misrepresentation or default (howsoever characterized) by Customer which has occurred and is continuing under this Agreement.

15. Currency Conversion. LSC shall have the right to convert currencies in connection with the exercise of its rights hereunder in such manner as LSC may determine, in its sole discretion, to be commercially reasonable.

16. Short and Long Sales. It is understood and agreed that Customer, when placing with LSC any sell order for a short account, will designate it as such and hereby authorizes LSC to mark such order as being "short." Customer understands that LSC may receive certain interest rebates or other benefits from the use of the proceeds of short sales in the account(s) of Customer and that LSC shall be exclusively entitled to such rebates or other benefits. When placing with LSC any sell order for a long account, Customer will designate it as such and hereby authorizes LSC to mark such order as being "long." Any sell order which Customer shall designate as being for a long account, as above provided, is for securities then owned by Customer, and, if such securities are not then deliverable by LSC from any account of Customer, the placing of such order shall constitute a representation by Customer that it is impracticable for Customer then to deliver such securities to LSC and that Customer will deliver them as soon as it is possible to do so, without undue inconvenience or expense to LSC.

17. Failure of Delivery. In case of the sale of any security or other property by LSC at the direction of Customer and LSC's inability to deliver the same to the purchaser by reason of failure of Customer to supply LSC therewith, Customer authorizes LSC to borrow or purchase any such security, commodity, or other property necessary to make delivery thereof. Customer hereby agrees to be responsible for any loss which LSC may sustain thereby and any premiums which LSC may be required to pay thereon, and for any loss LSC may sustain by reason of its inability to borrow or purchase the security, commodity, or other property sold to fulfill LSC's delivery obligation.

18. Dispute Resolution. Any dispute Customer may have with LSC arising out of, relating to, or in connection with LSC's business, any Prime Brokerage Transaction, any account of Customer or this Agreement shall be determined by arbitration. Customer and LSC agree to follow the procedures, and abide by the requirements, listed in paragraphs 19 and 22, in this Agreement.

19. Arbitration. THIS ACCOUNT IS SUBJECT TO THE ARBITRATION RULES OF THE NEW YORK STOCK EXCHANGE, INC., THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA), OR THE AMERICAN STOCK EXCHANGE, INC. CUSTOMER IS AWARE OF THE FOLLOWING:

- (A) ARBITRATION IS FINAL AND BINDING ON THE PARTIES;
- (B) THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL;
- (C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS;
- (D) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED; and
- (E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

CUSTOMER AGREES THAT ALL CONTROVERSIES THAT MAY ARISE BETWEEN THE PARTIES CONCERNING ANY ORDER OR TRANSACTION, OR THE CONTINUATION, PERFORMANCE OR BREACH OF THIS OR OTHER AGREEMENT BETWEEN THE PARTIES, WHETHER ENTERED INTO BEFORE, ON OR AFTER THE DATE THIS ACCOUNT IS OPENED SHALL BE DETERMINED BY ARBITRATION BEFORE A PANEL OF INDEPENDENT ARBITRATORS SET UP BY THE NEW YORK STOCK EXCHANGE, INC., THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA), OR THE AMERICAN STOCK EXCHANGE, INC., AS CUSTOMER MAY DESIGNATE. IF CUSTOMER DOES NOT MAKE SUCH DESIGNATION BY REGISTERED MAIL ADDRESSED TO LSC AT ITS MAIN OFFICE (ATTN: COMPLIANCE DEPARTMENT) WITHIN TEN (10) DAYS AFTER THE CUSTOMER RECEIVES FROM LSC A WRITTEN DEMAND FOR ARBITRATION, THEN CUSTOMER AUTHORIZES LSC TO MAKE SUCH DESIGNATION ON ITS BEHALF. CUSTOMER UNDERSTANDS THAT JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; (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.

20. Modification and Waiver. Customer agrees that LSC may modify the terms of this Agreement at any time upon prior written notice. If the modifications are unacceptable, Customer agrees to notify LSC in writing within ten days of the transmittal of such written notice. LSC may then terminate the Customer's account, after which Customer agrees to remain liable to LSC for all existing liabilities or obligations. Customer further agrees that all transactions entered into after such notification shall be subject to the modifications. Under no circumstances may a modification be made by Customer without LSC's written consent. To the extent this Agreement is inconsistent with any other agreement between LSC and Customer, the provisions of this Agreement shall control. LSC's failure to insist at any time upon compliance with this Agreement or any of its terms, or any continued course of such conduct on its part shall not constitute or be considered a waiver by LSC of any of its rights.

21. Severability. If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Agreement will continue and remain in full force and effect. To the extent that this Agreement is not enforceable as to any Prime Brokerage Transaction or certain other transactions, this Agreement shall remain in full force and effect and be enforceable in accordance with its terms as to all other transactions.

22. Choice of Law and Forum. This Agreement shall be subject to the laws of the State of New York and the exclusive jurisdiction of the courts and arbitration forums located in New York County, New York. If any proceeding is brought in any forum other than the courts or arbitration forums located in New York County, New York, the parties agree that that proceeding will be transferred to the courts or arbitration forums located in New York County, New York.

23. Extraordinary Events. Customer agrees that LSC will not be liable for any loss caused, directly or indirectly, by government restrictions, exchange or market ruling, extreme market volume or volatility, suspension of trading, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, including but not limited to earthquakes, hurricanes, and tornadoes, or other conditions beyond LSC's control. In the event that any communication network, data processing system, or computer system LSC uses or is used by Customer, whether owned by LSC or not, is rendered inoperable, LSC will not be liable to Customer for any loss, liability, claim, damage or expense resulting, either directly or indirectly, there from .

24. Change of Control. Customer agrees to promptly notify LSC upon any Change of Control. Change of Control means:

- (A) Any addition, removal, or change in title of any officer, director, manager, trustee, general partner or other duly authorized person of the Customer or the Customer's affiliate(s);
- (B) Approval by the stockholders, officers, directors, managers, members, trustees of the Customer or the Customer's affiliate(s) of a reorganization, acquisition, merger, consolidation, divestiture, liquidation, dissolution of the Customer or the Customer's affiliate(s);
- (C) Any acquisition of or by the Customer or the Customer's affiliate(s) by or of any person, entity, or group including the Customer and the Customer's affiliates.
- (D) A sale of substantially all of the assets of the Customer or the Customer's affiliate(s), or a purchase of substantially all of the assets of any person, entity, or group including the Customer and the Customer's affiliates.

25. Acknowledgments. Customer hereby agrees that it has received a copy of this Agreement.

This Agreement contains a pre-dispute arbitration clause in paragraph 19.

This agreement is dated and accepted as of ___ / ___ / ___ by:

Lek Securities Corporation (Prime Broker)

Customer or Advisor

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: One Liberty Plaza – 52nd Floor
New York, NY 10006

Address: _____

Tax ID: _____