





## Additional Terms and Conditions

In consideration of the Introducing Broker/Dealer and/or Mesirow Financial, Inc. accepting one or more accounts of the undersigned (whether designated by name, number or otherwise) and agreeing to act as broker for the undersigned in the purchase and sale of securities or other property, the undersigned agree(s) to the terms and conditions contained in this Agreement. Throughout this Agreement, "the Client(s)" refer to the undersigned and any others who are legally obligated on this account; "Mesirow Financial" refers to Mesirow Financial, Inc. (also referred to as "MFI"). The term "property" means securities of all kinds, monies, options, and all other property usually and customarily dealt with by brokerage firms.

**1. Applicable Regulations and Modifications:** All transactions shall be subject to all then-applicable Federal and State laws, rules and regulations promulgated hereunder, the constitution, rules, customs and usages of the applicable exchange, association, market or clearing house, and the customs and usages of those transacting business on such exchange, market or clearing house. This Agreement shall be deemed modified to the extent necessary to k--14(m)12(e7 Tw 18.7293 0 Td-5(ng house.o)-10(u)1(latmfl)TJ0.0113(1gh)6(ose )TJ0.0019 Tc Tc )TJ5.9173 -1.1579 Td[hereun2

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written notice from the Client(s) of a different address, be deemed to have been personally delivered to the Client(s) and the Client(s) agree to waive all claims resulting from failure to receive such communications.

**13. Disclosure of Credit Terms in Margin Transactions:** The Client(s) are being furnished with this document to provide the Client(s) with some basic facts about purchasing securities on margin, and to alert the Client(s) to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, the Client(s) should carefully review the margin agreement contained herein. The Client(s) should consult their Investment Executive regarding any questions or concerns they may have with the Client(s)' margin accounts.

When the Client(s) purchase securities, the Client(s) may pay for the securities in full or the Client(s) may borrow part of the purchase price from Mesirow Financial. If the Client(s) choose to borrow funds from Mesirow Financial, the Client(s) will open a margin account with Mesirow Financial. The securities purchased are Mesirow Financial's collateral for the loan to the Client(s). If the securities in the Client(s)' account decline in value, so does the value of the collateral supporting the Client(s)' loan, and, as a result, Mesirow Financial can take action, such as issuing a margin call and/or selling securities or other assets in any of the Client(s)' accounts held with Mesirow Financial, in order to maintain the required equity in the account. It is important that the Client(s) fully understand the risks involved in trading securities on margin. These risks include the following:

\*The Client(s) can lose more funds than the Client(s) deposits in the margin account. A decline in the value of securities that are purchased on margin may require the Client(s) to provide additional funds to Mesirow Financial to avoid the forced sale of those securities or other securities or assets in the Client(s)' account(s).

\*Mesirow Financial can force the sale of securities or other assets in the Client(s)' account(s). If the equity in the Client(s)' account falls below the maintenance margin requirements, or Mesirow Financial's higher "house" requirements, Mesirow Financial can sell the securities or other assets in any of the Client(s)' accounts held with Mesirow Financial to cover the margin deficiency. The Client(s) also will be responsible for any short fall in the account after such a sale.

\*Mesirow Financial can sell the Client(s)' securities or other assets without contacting the Client(s). Some investors mistakenly believe that a firm must contact the Client(s) for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify the Client(s) of margin calls, but they are not required to do so. However, even if a firm has contacted the Client(s) and provided a specific date by which the Client(s) can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the Client(s).

\*The Client(s) are not entitled to choose which securities or other assets in the Client(s)' account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, Mesirow Financial has the right to decide which security to sell in order to protect its interests.

\*Mesirow Financial can increase its "house" maintenance margin requirements at any time and are not required to provide the Client(s) with advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. The Client(s)' failure to satisfy the call may cause Mesirow Financial to liquidate or sell securities in the Client(s)' account(s).

\*The Client(s) are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to clients under certain conditions, a client does not have a right to the extension. The Client(s) understand that the Client(s)' account will be charged interest for any credit extended to the Client(s) for the purpose of purchasing, carrying or trading in any security. The annual rate of interest charged is based on the amount of credit extended to me. The interest charge will be reflected on the Client(s)' monthly statement. Calculation of interest is accrued on the amount of credit extended to the Client(s) on a daily basis. If the Client(s) maintain a cash account with a free credit balance, along with a margin account, the free credit balance in the Client(s)' cash account will be used to reduce the amount of credit extended to the Client(s) in the Client(s)' margin account for interest calculation purposes. The effect will be an interest charge on the net amount of the Client(s)' indebtedness.

The annual rate of interest is based on the amount of credit extended to the Client(s): If the daily amount of credit The Client(s)' interest rate will be extended to the Client(s) is:

\$100,000.01 & over	0.50% above the current Base Rate
\$75,000.01 to \$100,000.00	0.75% above the current Base Rate
\$50,000.01 to \$75,000.00	1.00% above the current Base Rate
\$25,000.01 to \$50,000.00	1.25% above the current Base Rate
\$1.00 to \$25,000.00	1.50% above the current Base Rate

The Base Rate is an internally calculated rate set with reference to commercially recognized interest rates, industry conditions related to the extension of credit and general credit market conditions. Rates of interest change automatically and without prior notice with changes in the Base Rate. The

Client(s)' Registered Representative can inform the Client(s) of the current Base Rate. Mesirow Financial reserves the right to negotiate the interest rate for credit extended to the Client(s) and/or charge different categories of the Client(s)' different rates. Mesirow Financial will provide the Client(s) with at least 30 days' prior written notice to reflect changes in the interest rate, other than the Base Rate.

Any securities in any of the Client(s)' accounts are the collateral for any credit extended to the Client(s). A lien is created by the extension of credit to secure the amount of the money owed to Mesirow Financial. This means that in accordance with the terms of the Securities Account Agreement the Client(s) have signed, securities in the Client(s)' accounts can be sold to reduce or to eliminate entirely any extension of credit in the Client(s)' account. If there is a decline in the market value of the Client(s)' securities which are the collateral for the credit extended to me, it may be necessary for Mesirow Financial to request additional margin. Ordinarily a request for additional margin will be made when the equity in the Client(s)' account falls below 30 percent of the market value of all securities in the Client(s)' account. (The equity is the excess market value of the securities in the Client(s)' account over the amount of credit extended). However, Mesirow Financial retains the right to require additional margin any time Mesirow Financial deems it desirable. These margin calls can be met by delivery of either additional securities or cash.

Any and all short positions in the Client(s)' account will be kept "marked-to-the-market." This means that on a daily basis the value of the securities the Client(s) sold short will be adjusted to reflect their current market value. These adjustments will increase or decrease the balance used in determining the Client(s)' interest charge. For example, if the Client(s) sold short 100 XYZ for a credit of \$5,000 and the current market value is \$4,000, the balance used to determine the Client(s)' interest charge would be reduced by \$1,000 thus decreasing the amount of interest the Client(s) would be charged. On the other hand, if the current market value of XYZ is \$6,000, the balance used to determine the Client(s)' interest charge would be increased by \$1,000 thus increasing the amount of interest the Client(s) would be charged.

There are no special charges or other charges (other than the interest charges disclosed above) imposed on a margin account.

**14. Credit Information and Investigation; Identity Verification:** The Client(s) understand and acknowledge that the Introducing Broker/Dealer and/or Mesirow Financial in the Introducing Broker/Dealer and/or Mesirow Financial's sole discretion, may request consumer reports ("reports") in connection with the Client(s)' application to an open an account and during the time the Client(s)' account remains open. The Introducing Broker/Dealer and/or Mesirow Financial may share such information with affiliated companies in accordance with the Fair Credit Reporting Act ("FCRA").

Information contained in such Reports could lead the Introducing Broker/Dealer and/or Mesirow Financial to reject the Client(s)' account application or close the Client(s)' account at the Introducing Broker/Dealer and/or Mesirow Financial's sole discretion. Such Reports, if obtained, may be prepared by a consumer reporting agency ("CRA") and may contain information concerning the Client(s)' credit standing or worthiness. The Reports that may be requested include, but are not limited to, credit reports, criminal records, and court records. If the Client(s) have ever filed for bankruptcy, such information may or may not be relevant.

If any decision is made with regard to the Client(s)' application for, or the maintaining of, the Client(s)' account based entirely, or in part, on the information contained in such Reports, the Client(s) will be notified of the basis of that decision and will be advised of the name, address, and telephone number of the CRA that provided the report.

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. The Client(s) understand that, when the Client(s) open an account, the Introducing Broker/Dealer and/or Mesirow Financial will ask for the Client(s)' name, address, date of birth and other information that will allow the Introducing Broker/Dealer and/or Mesirow Financial to identify the Client(s). The Introducing Broker/Dealer and/or Mesirow Financial may also ask to see the Client(s)' driver's license or other identifying document.

By signing the Client(s)' new account form and acknowledging the terms and conditions of this Agreement, the Client(s) affirm that:

- the Client(s) have read and understand this FCRA Disclosure Notice and the circumstances under which Reports may be obtained and the potential impact on the opening of, or the maintaining of, an account;
- the Client(s) consent to the obtaining of such Report and the Client(s) agree that such consent will remain in effect for so long as the Client(s) maintain an account; and
- the Client(s) affirm that any and all information disclosed to the Introducing Broker/Dealer and/or Mesirow Financial by the Client(s) is true and correct and the Client(s) understand that it may be used by the Introducing Broker/Dealer and/or Mesirow Financial for the purpose of obtaining consumer reports or investigative consumer reports.

### 15. Joint Accounts:

(a) If this is a Joint Account, the Client(s) agree that each of the Client(s) shall have authority on behalf of this account to buy, sell (including short sales) and

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otherwise deal in, through the Client(s) as brokers, securities or options on margin or otherwise; to receive for this account, confirmations, statements and communications of every kind; to receive for the account and to dispose of money, securities or other property; to make, terminate or modify for the account, agreements relating to these matters or waive any of the provisions of such agreement; and generally to deal with the Introducing Broker/Dealer and/or Mesirow Financial as if each of the Client(s) alone were the account owner, without notice to the other account owners. The Client(s) agree that notice to any account owner shall be deemed notice to all account owners. Each account owner shall be jointly and severally liable to this account.

(b) The Introducing Broker/Dealer and/or Mesirow Financial may follow the instructions of any of the Client(s) concerning this account, make deliveries to any of the Client(s), of any and all securities or other property in this account, and make payments to any of the Client(s), of any or all monies in this account as any of the Client(s) may order or direct even if such deliveries and/or payments shall be made to one of the Client(s) personally, and not for this account. The Introducing Broker/Dealer and/or Mesirow Financial shall be under no obligation to inquire as to the purpose of any such demand for delivery of securities, other property or payment, and the Introducing Broker/Dealer and/or Mesirow Financial shall not be bound to see the application or disposition of said securities, other property or monies so delivered or paid to any of the Client(s).

(c) In the event of the death of any of the Client(s), the survivor(s) shall immediately give the Introducing Broker/Dealer and/or Mesirow Financial written notice thereof, and the Introducing Broker/Dealer and/or Mesirow Financial may before or after receiving such notice take proceedings, require such documents, retain such portion and/or restrict transactions in the account as the Introducing Broker/Dealer and/or Mesirow Financial may deem advisable to protect the Introducing Broker/Dealer and/or Mesirow Financial against any tax, liability, penalty or loss. The estate of any of the Client(s) who have died shall be liable and each survivor will be liable jointly and severally to the Introducing Broker/Dealer and/or Mesirow Financial for any debt or loss in this account resulting from the completion of transactions initiated prior to the Introducing Broker/Dealer and/or Mesirow Financial's receipt of written notice of such death or incurred in the liquidation of the account or the adjustment of interests of the respective parties.

(d) Any taxes or other expenses becoming a lien against or being payable out of the account as a result of the death of any of the Client(s) or through the exercise by the estate or representatives of any rights of the account shall be charged fully against the interest of the survivor(s) as well as against the interest of the estate of the decedent. This provision shall not release the decedent's estate from any liability provided in this Agreement.

(e) Unless otherwise noted on the face hereof, it is the Client(s)' express intention to create an estate or account as joint tenants with rights of survivorship and not as tenants in common. In the event of the death of either of the Client(s), the entire interest in the joint account shall be vested in the survivor or survivors, on the same terms and conditions as theretofore held, without in any manner releasing the decedent's estate from the liability provided for in the preceding paragraphs, and the estate shall have no further interest therein.

If the field titled "%TIC" is completed on the face hereof, it is the Client(s)' express intention to create an estate or account as tenants in common and not as joint tenants with rights of survivorship. Each of the Client(s) (or the Client(s)' estate, upon the Client(s)' death) shall have a fractional interest in the account and in the event of the death of either or any of the Client(s) the interest in the accounts of the close of business on the date of death of the decedent (or on the next following business day if the date of death is not a business day) shall be as indicated on the face hereof. However, any taxes, costs, expenses or other charges becoming a lien against or being payable out of the account as the result of the death of the decedent, or through the exercise by his or her estate or representatives of any rights in the account shall, so far as possible, be deducted from the interest of the estate of such decedent. This provision shall not release the decedent's estate from the liability provided for in the preceding paragraphs.

**16. Money Market Sweep Program:** This program provides for the automatic transfer of funds between the Client(s)' account and the Client(s)' corresponding money market account. It consists of a twice-weekly investment sweep and a daily liquidation sweep.

(a) Investment Sweep: Free credit balances of \$1 or more in the Client(s)' account will be automatically invested in the Client(s)' money market each Tuesday and Friday. Free credit balances of \$99,999 or more will be invested daily.

(b) Liquidation Sweep: In the event a debit balance of \$1 or more should occur in the Client(s)' cash or margin account, funds to satisfy the debit balance will be automatically transferred from the Client(s)' money market account to the Client(s)' account.

**17. Binding Effect:** This Agreement and its terms shall be binding upon the Client(s)' heirs, executors, successors, administrators, assigns, committee and conservators ("successors"). In the event of the Client(s)' death, incompetency or disability, whether or not any successors of the Client(s)' estate have properly shown to have qualified or have been appointed, the Introducing Broker/Dealer and/or Mesirow Financial may continue to operate as though the Client(s) were alive and competent and may liquidate the Client(s)' account as described in

paragraph 3 above without prior notice to or demand upon the Client(s)' successors. This Agreement shall inure to the benefit of the Introducing Broker/Dealer and/or Mesirow Financial's assigns and successors, by merger, consolidation or otherwise, and the Introducing Broker/Dealer and/or Mesirow Financial may transfer the Client(s)' accounts to any such successors and assigns.

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.

**18. Power of Attorney:** The Client(s) agree and hereby irrevocably appoint the Introducing Broker/Dealer and/or Mesirow Financial with full power as the Client(s)' true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Introducing Broker/Dealer and/or Mesirow Financial deem necessary or advisable to accomplish the purposes of this Agreement.

**19. Waiver Not Implied:** The Introducing Broker/Dealer and/or Mesirow Financial's failure to insist upon strict compliance with the Agreement or any terms of any contingent course of such conduct on the Introducing Broker/Dealer and/or Mesirow Financial's part shall not constitute or be considered a waiver by the Introducing Broker/Dealer and/or Mesirow Financial or any of the Introducing Broker/Dealer and/or Mesirow Financial's rights.

**20. Termination:** The Introducing Broker/Dealer and/or Mesirow Financial have the right to terminate any of the Client(s)' accounts, including multiple owner account(s), anytime by notice to the Client(s).

**21. Extraordinary Events/Technical Difficulties:** The Client(s) specifically agree to hold the Introducing Broker/Dealer and/or Mesirow Financial harmless from any and all claims, and agree that the Introducing Broker/Dealer and/or Mesirow Financial shall not be liable for any loss, actual or perceived, caused directly or indirectly by any force majeure, exchange or market regulation, suspension of trading, equipment failure, communication line failure, system failure, security failure on the Internet, unauthorized access, theft, or any problem, technological or otherwise, that might prevent the Client(s) from entering or the Introducing Broker/Dealer and/or Mesirow Financial from executing an order, or other conditions beyond the Introducing Broker/Dealer and/or Mesirow Financial's reasonable control.

The Client(s) further agree and understand that the Client(s) will not be compensated by the Introducing Broker/Dealer and/or Mesirow Financial for "lost opportunity," e.g., the Client(s) were unable to enter an order due to technical difficulties and the security the Client(s) wished to purchase increased in value. Furthermore, in a technical environment, should an error occur with respect to the tracking of any account holding or order entry, the true, actual and correct transaction or position will be restored. It is the Client(s)' responsibility to ensure account correctness and accuracy and to contact the Introducing Broker/Dealer and/or Mesirow Financial immediately with any discrepancies.

**22. Restrictions on Trading:** The Introducing Broker/Dealer and/or Mesirow Financial may in the Introducing Broker/Dealer and/or Mesirow Financial's sole discretion prohibit or restrict trading of securities or substitution of securities in any of the Client(s)' accounts.

**23. Oral Authorization and Recordings:** The Client(s) agree that the Introducing Broker/Dealer and/or Mesirow Financial shall incur no liability in acting upon oral instructions given to the Introducing Broker/Dealer and/or Mesirow Financial concerning the Client(s)' accounts, provided such instructions reasonably appear to be genuine. Further, the Client(s) authorize the Introducing Broker/Dealer and/or Mesirow Financial to record electronically any and all of the Client(s)' conversations (or those of the Client(s)' representatives) with the Introducing Broker/Dealer and/or Mesirow Financial.

**24. Choice of Law: This Agreement shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Illinois.**

**25. The Client(s)' Representations:** The Client(s) represent that they are of the age of majority according to the laws of the Client(s)' state of residence. The Client(s) further represent that the Client(s) are not an employee of any exchange, a member firm of any exchange or a member of the National Association of Securities Dealers, Inc. ("NASD") or of a bank/thrift, trust company or insurance company or of any other corporation, firm or individual engaged in the business of dealing, either as broker or as principal, in securities unless the Client(s) notify the Introducing Broker/Dealer and/or Mesirow Financial to that effect. If the Client(s) become so employed, the Client(s) agree to notify the Introducing Broker/Dealer and/or Mesirow Financial promptly. The Client(s) also represent that no persons other than those signing this Agreement have an interest in the account. The Client(s) have furnished the Introducing Broker/Dealer and/or Mesirow Financial with pertinent information about the Client(s)' financial status and investment objectives. If there are any changes in the information, the Client(s) will immediately advise the Introducing Broker/Dealer and/or Mesirow Financial in writing.

**26. Headings:** The heading on each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in such provision.

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**27. Compliance with Tax Reporting Requirements:** The Tax Equity and Fiscal Responsibility Act (TEFRA) requires U.S. taxpayers to certify their social security or tax identification number with the Internal Revenue Service (IRS). In order to comply with these requirements, a Substitute IRS Form W-9 must be signed and returned by the Client(s) within 30 days after the account is opened. The Form is included on the front of this Agreement.

If the Form is not signed and returned within 30 days, a portion of interest, dividends, and gross proceeds from a sale is withheld from the Client(s)' account in accordance with IRS regulations.

**28. Relationship Between The Client(s)' Introducing Broker and Mesirow Financial:** The Introducing Broker/Dealer has entered into a clearing arrangement with Mesirow Financial to perform certain services and Mesirow Financial is carrying the Client(s)' account as a clearing broker pursuant to a clearing agreement. Under this arrangement, Mesirow Financial provides the Introducing Broker with certain clearing and execution services, including, but are not limited to, the preparation of customer trade confirmations and customer statements, the execution and settlement of securities transactions, the performance of designated cashing functions, and the preparation of certain books and records related to reported securities transactions. Under the arrangement, the Introducing Broker retains sole responsibility for, among other things, monitoring and supervising compliance with the rules and/or regulations for the opening, approving and maintenance of customer accounts as well as suitability requirements, if any, for all transactions therein.

Mesirow Financial participates in payment for order flow practices. This means that Mesirow Financial receives payments from and makes payments to certain non-affiliated broker/dealers for routing customer orders from the Introducing Broker for execution. This is an accepted industry practice; be assured that Mesirow Financial is committed to achieving the best execution for the Client(s) at all times.

Additional information can be provided upon written request. The Introducing Broker may also participate in payment for order flow practices. The Client(s) can obtain information about the order routing and payment for order flow practices of the Introducing Broker from the Client(s)' registered representative.

Mesirow Financial strives to provide price improvement, order executions at a better price than the national best bid and offer (NBBO) at the time a broker receives a customer order, by routing orders to firms that may: (a) automatically match incoming market and limit orders to pending limit orders; (b) cross transactions where price improvement is offered to one or both sides of the trade; or (c) negotiate transactions within the NBBO price.

**29. Mesirow Financial's Privacy Policy:** As clearing broker for the Client(s)' account, Mesirow Financial is committed to protecting the Client(s)' personal information. The Client(s)' Introducing Broker/Dealer has entered into a clearing arrangement with Mesirow Financial to perform certain services. Mesirow Financial is carrying the Client(s)' account as a clearing broker pursuant to a clearing agreement. In that regard, the privacy of the information provided to Mesirow Financial is important and Mesirow Financial wants to assure the Client(s) that they are committed to protecting the privacy of the Client(s)' personal information.

As clearing broker for the Client(s)' account, it is necessary for Mesirow Financial to collect and maintain certain personal information about the Client(s). Mesirow Financial collects this information from applications and other forms, from the Client(s)' dealings with Mesirow Financial and others and, depending upon the services and products the Client(s) have requested or for which Mesirow Financial has been asked to provide, Mesirow Financial may also receive information from consumer reporting agencies and other sources such as Mesirow Financial's Web site.

The types of information Mesirow Financial collect and maintain may include:

- Information contained in applications and other forms including, the Client(s)' name, address, social security number, family member information, beneficiaries, assets and income;
- Information concerning products or services purchased, account balances and transactions and payment history;
- Information from consumer reporting agencies such as credit relationships and related history; and
- Information from visits to Mesirow Financial's Web site such as site visitorship data, and online data collection devices known as "cookies."

Mesirow Financial uses personal information in ways that are compatible with the purposes for which Mesirow Financial originally requested it. Mesirow Financial may use the Client(s)' personal information for the purpose of processing the Client(s)' requests and transactions or furnishing additional products and services. Mesirow Financial does not share the Client(s)' personal information with unaffiliated companies except as provided in this Notice.

Mesirow Financial will only grant access to the Client(s)' personal information to those employees who have a business purpose for accessing such information. In that regard, Mesirow Financial has implemented certain physical, electronic and procedural safeguards to ensure that access to personal information is limited to the appropriate employees. Moreover, Mesirow Financial requires its employees to protect the Client(s)' personal information and keep it confidential.

In order to provide the Client(s) with the appropriate level of service, we may share account and transactional information among Mesirow Financial's affiliated

entities. Mesirow Financial may also share personal information with firms that assist Mesirow Financial in carrying out the Client(s)' needs. For example, Mesirow Financial may share the Client(s)' personal information for specific business purposes with the following companies:

- Financial service institutions, such as mutual fund companies, securities brokers, and banks, with which Mesirow Financial has joint marketing agreements;
- Or
- Companies under contract to perform services for Mesirow Financial or on Mesirow Financial's behalf (such as vendors providing data processing, computer software maintenance and development, transaction processing and marketing services.)

Be assured that Mesirow Financial does not sell personal information to anyone. Additionally, Mesirow Financial treats the personal information of former Clients in the same manner as Mesirow Financial treats the personal information of current Clients.

Mesirow Financial also reserves the right to disclose the Client(s)' personal information in certain circumstances where Mesirow Financial feels that disclosure is required by law, to assist law enforcement officials or officials of regulatory agencies, to perform credit checks or collect monies owed to us, and to protect Mesirow Financial's rights and property.

**30. Mesirow Financial's Business Continuity Planning:** Mesirow Financial is committed to providing reliable, trustworthy service that represents the best interests of Mesirow Financial's Clients. The firm has developed a business continuity plan to protect Mesirow Financial's Clients and employees in the event of an emergency or significant business disruption. The plan is designed to help prepare for securing employees' safety and firm property, making financial and operational assessments, promptly recovering and resuming operations, protecting the firm's books and records, and allowing Mesirow Financial's Clients access to their funds and securities.

The business continuity plan considers various scenarios that range in severity from a firm- or building-only disruption to an emergency situation on a local or regional level. For example, in the event any Mesirow Financial office locations are inaccessible, alternative locations are established and prepared to facilitate business operations. The firm has redundancies in place for its business-critical systems and believes that it can usually be able to resume business within the same day as the disruption. Mesirow Financial's goal in all situations is to return to normal business conditions as soon as possible, with minimal impact on Mesirow Financial's Clients and employees. Even in an extreme situation where continuing business may not be possible or practical, Mesirow Financial has plans in place that provide Clients with access to their funds.

Mesirow Financial's business continuity plan is subject to change at any time without notice. However, notwithstanding the above, Mesirow Financial does not guarantee that for every disaster or business disruption, such plans will be successfully implemented or that such plans will be sufficient and appropriate to avoid, deter or mitigate the disaster or business disruption.

**31. SIPC Coverage:** Mesirow Financial, Inc. is a member of the Securities Investor Protection Corporation (SIPC). An explanatory brochure is available upon request at [www.sipc.org](http://www.sipc.org) or call 202-371-8300.

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### ARBITRATION DISCLOSURE AGREEMENT

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

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.

The parties are waiving their right to seek remedies in court, including the right to 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.

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.

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.

The arbitrators do not have to explain the reason(s) for 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.

The undersigned Client agrees, and by carrying the account for the undersigned Client(s), Mesirow Financial and the Introducing Broker/Dealer agree, that all controversies which may arise between the Client(s), Introducing Broker/Dealer and/or Mesirow Financial concerning any transaction or the construction, performance of or breach of this or any other agreement between the Client(s), Introducing Broker/Dealer and/or Mesirow Financial pertaining to securities or other property, whether entered into prior, on, or subsequent to the date hereof, shall be determined by arbitration. Any arbitration shall be in accordance with the rules, then applying, of either the National Association of Securities Dealers, Inc., The New York Stock Exchange, Inc., American Stock Exchange, Inc., or where appropriate, The Chicago Board Options Exchange Inc. as Mesirow Financial may elect. If Mesirow Financial fails to make this election within five days of receipt of a written request from the Client(s) to make such election, then Mesirow Financial authorizes the Client(s) to make this election. The award of arbitrators, or the majority of them, shall be final and judgment upon the award rendered may be entered into any court, State or Federal, having jurisdiction. The individuals who shall serve on a particular arbitration panel shall be determined by the Director of Arbitration.

Upon the request of any party, any and all controversies which may arise between the Client(s), Introducing Broker/Dealer and Mesirow Financial concerning any transaction or the construction, performance of or breach of this or any other agreement between the Client(s), Introducing Broker/Dealer and/or Mesirow Financial pertaining to securities or other property, whether entered into prior, on, or subsequent to the date hereof may be submitted to non-binding mediation.

The Introducing Broker/Dealer and/or Mesirow Financial understand that this non-binding mediation provision in no way limits the Client(s) ability to file any claim in arbitration or limits the ability to the arbitrators to make an award. 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; or who is a member of a putative class action 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 right under this agreement except to the extent stated herein.

# Securities Account Agreement Coding Sheet

Branch/Rep.	Sub No.	Account No.

Institution Type		
A <input type="checkbox"/> Individual	J <input type="checkbox"/> Joint Tenants	R <input type="checkbox"/> Investment Executive of Mesirow Financial
C <input type="checkbox"/> Corporation	K <input type="checkbox"/> Investment Club	S <input type="checkbox"/> Delaware Charter (Non-Trustee)/Outside Trustee Retirement/Prof Shar/Mon Purch Plan
D <input type="checkbox"/> Discretionary (Outside Advisor)	L <input type="checkbox"/> Insurance Company	T <input type="checkbox"/> Nonprofit Organization (Religious, Charitable, etc.)
E <input type="checkbox"/> Estate	M <input type="checkbox"/> Mutual Fund Corporations	U <input type="checkbox"/> Custodial Account (UGMA, UTMA)
F <input type="checkbox"/> Foreign Institutions	O <input type="checkbox"/> Foreign Individual (Non-U.S. Citizen)	Y <input type="checkbox"/> Delaware Charter Retirement Account (IRA, SEP, etc.)
G <input type="checkbox"/> Partnership	P <input type="checkbox"/> Officer of Public Company (Control Person)	Z <input type="checkbox"/> ERISA
H <input type="checkbox"/> Bank or Trust Corporation (Institution)	Q <input type="checkbox"/> Personal Trust	

Account Category		
002 <input type="checkbox"/> Delaware Charter IRA	023 <input type="checkbox"/> Community Property—U.S. Citizen	041 <input type="checkbox"/> U.S. Investment Club
004 <input type="checkbox"/> Delaware Charter SEP IRA	024 <input type="checkbox"/> Community Property—Foreign Citizen	043 <input type="checkbox"/> Foreign Investment Club
006 <input type="checkbox"/> Delaware Charter SAR SEP IRA	025 <input type="checkbox"/> Personal Trust—U.S. Citizen	046 <input type="checkbox"/> Foreign Individual
008 <input type="checkbox"/> Delaware Charter Profit-Sharing Plan	027 <input type="checkbox"/> Personal Trust—Foreign Citizen	048 <input type="checkbox"/> Outside Trustee Retirement Plan C
010 <input type="checkbox"/> Delaware Charter Money Purchase Pension Plan	029 <input type="checkbox"/> Corporation—U.S.	052 <input type="checkbox"/> Delaware Charter Roth IRA
012 <input type="checkbox"/> Individual—U.S. Citizen	031 <input type="checkbox"/> Corporation—Foreign	054 <input type="checkbox"/> Delaware Charter Simple IRA
013 <input type="checkbox"/> JTWROS—U.S. Citizen	033 <input type="checkbox"/> Estate of U.S. Citizen	056 <input type="checkbox"/> Delaware Charter Education IRA
014 <input type="checkbox"/> JTWROS—Foreign Citizen	035 <input type="checkbox"/> Estate of Foreign Citizen	059 <input type="checkbox"/> Delaware Charter Individual 401(k)
019 <input type="checkbox"/> Tenants in Common—U.S. Citizen	037 <input type="checkbox"/> U.S. Partnership	060 <input type="checkbox"/> Delaware Charter 403(b)(7)
020 <input type="checkbox"/> Tenants in Common—Foreign Citizen	039 <input type="checkbox"/> Foreign Partnership	062 <input type="checkbox"/> Delaware Charter HSA

Account Class		
A <input type="checkbox"/> Director of Mesirow Financial	V <input type="checkbox"/> Accounts related to Code U (other family members or other accounts under common control)	X <input type="checkbox"/> Accounts related to Code W (other family members or other accounts under common control)
C <input type="checkbox"/> Control person of publicly held company (officer, director or 10% shareholder)	W <input type="checkbox"/> Employee, rep or voting shareholder (and immediate family) of other brokerage firms	Y <input type="checkbox"/> Employee of insurance company, investment advisor or bank trust department and immediate family
P <input type="checkbox"/> Politically exposed person (diplomat, government official)		Z <input type="checkbox"/> Accounts related to Code Y (other family members or other accounts under common control)
U <input type="checkbox"/> Employee, rep or voting shareholder of Mesirow Financial		

IRA Type	
FT <input type="checkbox"/> Delaware Charter HSA	RH <input type="checkbox"/> Delaware Charter Roth IRA
IR <input type="checkbox"/> Delaware Charter IRA	RB <input type="checkbox"/> Delaware Charter Roth Beneficiary IRA
RO <input type="checkbox"/> Delaware Charter IRA rollover	SS <input type="checkbox"/> Delaware Charter SAR SEP
IS <input type="checkbox"/> Delaware Charter SEP IRA	ED <input type="checkbox"/> Delaware Charter Education IRA
XI <input type="checkbox"/> Delaware Charter Simple IRA	ZF <input type="checkbox"/> Delaware Charter Individual 401(k)
BN <input type="checkbox"/> Delaware Charter Traditional Beneficiary IRA	ZH <input type="checkbox"/> Delaware Charter 403(b)(7)
CS <input type="checkbox"/> Delaware Charter Profit Sharing Plan	KO <input type="checkbox"/> Delaware Charter Non-Trustee PSP and MPP
CP <input type="checkbox"/> Delaware Charter Money Purchase Pension Plan	

Account Instructions		
<u>Transaction Level</u>	<u>Standing Instructions</u>	<u>Dividends</u>
001 <input type="checkbox"/> Cash Only	4C <input type="checkbox"/> Hold All	1 <input type="checkbox"/> Hold Dividends
002 <input type="checkbox"/> Cash and Margin		3 <input type="checkbox"/> Send Dividends Weekly
003 <input type="checkbox"/> Cash, Margin, and Options	<u>Disposition of Cash</u>	4 <input type="checkbox"/> Send Dividends Semi-Monthly
004 <input type="checkbox"/> Cash and Options	C <input type="checkbox"/> Hold in Account	5 <input type="checkbox"/> Send Dividends Monthly
	A <input type="checkbox"/> Net Account	6 <input type="checkbox"/> Credit Margin Div/Int. and Pay Cash Div/Int. Weekly
	<u>Stock Instructions</u>	7 <input type="checkbox"/> Credit Margin Div/Int. and Pay Cash Div/Int. Monthly
	1 <input type="checkbox"/> Register and Mail	<input type="checkbox"/> PRIN (Principal payment to free credit balance)
	4 <input type="checkbox"/> Hold in Street Name	<input type="checkbox"/> CSH DV (money market dividends paid in cash)

Equity Dividend Reinvestment
<input type="checkbox"/> R Reinvest all eligible equity stocks *(including newly purchased issues)
<input type="checkbox"/> C Reinvest only specific stocks (requests must be sent to dividends@mesirofinancial.com)
<input type="checkbox"/> N The systems will default to not reinvest equity dividends if no election is made

# Securities Account Agreement Coding Sheet

Branch/Rep.	Sub No.	Account No.

Referral Information		
<input type="checkbox"/> New Relationship <input type="checkbox"/> Existing Relationship	<u>How Was Account Acquired?</u> <input type="checkbox"/> Referral Name <input type="checkbox"/> Other Name	<u>IE Personally Met?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No

Duplicate Information			
<input type="checkbox"/> Duplicate confirm <input type="checkbox"/> Duplicate statement	<input type="checkbox"/> Alternate name transfer <input type="checkbox"/> Alternate name distribution	<input type="checkbox"/> Alternate name dividend <input type="checkbox"/> Alternate name proxy	
Duplicate Name			
Mailing Address			
City		State	ZIP Code

<input type="checkbox"/> Duplicate confirm <input type="checkbox"/> Duplicate statement	<input type="checkbox"/> Alternate name transfer <input type="checkbox"/> Alternate name distribution	<input type="checkbox"/> Alternate name dividend <input type="checkbox"/> Alternate name proxy	
Duplicate Name			
Mailing Address			
City		State	ZIP Code

Statements and Householding
If this account is related to other accounts at the same address, you may household accounts for statement mailing purposes. Do you want to household accounts <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please list the household master account number

Mutual Fund Related Accounts (Breakpoint)
Related Account #                      Relationship Related Account #                      Relationship Related Account #                      Relationship Related Account #                      Relationship Related Account #                      Relationship

Initial Transaction	
Buy Sell	Deposit securities: Deposit funds: \$ Transfer account:

Commission Schedule	
Commission STOCK      BOND      OPTIONS	%Discount STOCK      BOND      OPTIONS

Option Suitability Code	
<input type="checkbox"/> Option Agreement Received <input type="checkbox"/> 1 Covered Writing Only <input type="checkbox"/> 1,2,3 Spreads and/or Long Straddles <input type="checkbox"/> 1,2,3,4,5 Uncovered Call Writing/Index Put Writing and/or Short Straddles** <small>*requires special disclosure document; **special approval required</small>	<input type="checkbox"/> 1,2 Purchases <input type="checkbox"/> 1,2,3,4 Equity Put Writing* <input type="checkbox"/> 1,2,3,4,5,6 Uncovered Index Options**

Non-Customer Proprietary Account (Non-Cust)	Online Trading Access	Mutual Funds Networking Level
P <input type="checkbox"/> Proprietary Account of the Introducing Broker/Dealer	<input type="checkbox"/> Equities <input type="checkbox"/> Mutual Funds <input type="checkbox"/> Options	<input type="checkbox"/> 2 <input type="checkbox"/> 3 (Enter P in Bora)

Money Market Sweep
<input type="checkbox"/> PCS - Prime Cash Series <input type="checkbox"/> GCS - Government Cash Series <input type="checkbox"/> TCS - Treasury Cash Series <input type="checkbox"/> MCS - Municipal Cash Series <input type="checkbox"/> F _____ (State) Municipal Cash Trust-Cash Series CA, CT, FL, MA, NJ, NY, PA, OH, VA <input type="checkbox"/> IDS - US Prime Fund Class SS (for non-US citizens) <input type="checkbox"/> Other: _____