

# **Exhibit B**

## **SCBI Brokerage Agreement**

# American Express Bank International Application for Brokerage Account

Questions?  
1-305-350-7750



For use by foreign  
corporations,  
partnerships, trusts  
and estates

Please complete and return this application to:  
American Express Bank International  
Suite 800, 1221 Brickell Avenue, Miami, Florida, 33131, USA

## Account Registration for this account *(check one)*

Corporate    Partnership    Trust    Estate    Other (describe) \_\_\_\_\_

Name of Account Holder Primavera International Date of formation 3-Dec-1998

Registered address UGLAND HOUSE, SOUTH CHURCH STREET, GEORGE TOWN

City and Country Grand Cayman, Cayman Islands, BCI **Personal Information**

American Express Bank International portfolio number to be used for settlement purposes: \_\_\_\_\_ **Redacted**

## Agreements *(the terms "I", "me" and "my" apply to the Account Holder)*

All signatories to the account must accept these agreements on behalf of the Account Holder by signing on page 2

1. I confirm that I am legally empowered to enter into this agreement.
2. I understand that securities execution, clearing and custody services may be separately provided by American Express Bank International ("AEBI"), as well as affiliated and non-affiliated companies.
3. I understand and agree to the terms for release of information about me as described in the Privacy of Account Holder Information section of the American Express Bank International Brokerage Client Agreement (the "Client Agreement").
4. I confirm that all written communications to me related to my account(s) opened under the Client Agreement should be delivered through AEBI to my address of record and in a manner consistent with the instructions I have provided to AEBI for delivering other written communications to me.
5. I authorize AEBI to settle against the AEBI Portfolio identified above all security orders directed through my account(s) opened under the Client Agreement. AEBI is also authorized and indemnified against any losses arising to AEBI in consequence of acting in reliance of securities settlement instructions relayed by third parties as necessary to receive or deliver securities or effect cash settlements consistent with the instructions I provide regarding the operation of my account(s).
6. I request that any broker dealers or financial institutions used as clearing agent or custodian not release my name, address and security position to requesting companies in which they hold securities for my account unless I specify otherwise.
7. I acknowledge I have received the Client Agreement and agree to abide by the terms as currently in effect or as they may be amended from time to time. All account(s) opened under this agreement are governed by a predispute arbitration clause which is found in the arbitration section, Section 6 of the agreement. I acknowledge receipt of and agree to the predispute arbitration clause.
8. Tax certifications (see sections 14 and 15 of the Client Agreement for important information):

*(Check box if applicable)*

I hold a US Taxpayer Identification Number which is: \_\_\_\_\_

By signing below the signatories confirm they have examined the information on this form and to the best of their knowledge and belief it is true, correct, and complete. The signatories further certify under penalties of perjury that:

- The Account Holder is the beneficial owner of all the income to which this form relates,
- The Account Holder is not a US person,
- The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States or is effectively connected but is not subject to tax under an income tax treaty,
- For broker transactions, the Account Holder is an exempt foreign person as defined in section 15 of the Client Agreement, and
- If the Account Holder is claiming treaty benefits, (1) the Account Holder is resident in the country indicated above (registered address) within the meaning of the income tax treaty between the United States and that country, (2) if the Account Holder has a US Taxpayer Identification Number (TIN) that correct number is provided above, and (3) the Account Holder derives the item(s) of income for which the treaty benefits are claimed, and, if applicable, meet the requirements of the treaty provision dealing with limitation on benefits.

Furthermore, the Account Holder authorizes this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the Account Holders is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the Account Holder is the beneficial owner.

THE U.S. INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN, FOR U.S. PERSONS, THE CERTIFICATION REQUIRED TO AVOID BACK UP WITHHOLDING OR, FOR NON-U.S. PERSONS, THE CERTIFICATIONS REQUIRED TO ESTABLISH YOUR STATUS AS A NON-U.S. PERSON, AND IF APPLICABLE, OBTAIN A REDUCED RATE OF WITHHOLDING.

**Application for Brokerage Account - Account Signatory Information**

Information provided in this section may be provided to the Internal Revenue Service. By signing below you affirm the agreements on page 1 of this application.

Signatory (Full name): JORGE SAMUEL Country of citizenship: Uile

Permanent residence address (use street address of your home):  
JUAN XALLI #6400 DEPTO. 302  
UITARE Uile

I am employed by an investment firm, broker dealer or bank. The name and address is:  
N/A

Signature: X Date of birth: NOV. 09, 2001  
**Personal Information Redacted**

I am a director, 10% shareholder or policy making officer of a publicly traded company. The name and address is:  
N/A

Title: Director

Signatory (Full name): ALBERTO FIGUEROA Country of citizenship: Uile

Permanent residence address (use street address of your home):  
CARMEN SYLVA 2669 DEPTO. 11  
PROVIDENCIA Uile

I am employed by an investment firm, broker dealer or bank. The name and address is:  
N/A

Signature: X Date of birth: NOV 09, 2006  
**Personal Information Redacted**

I am a director, 10% shareholder or policy making officer of a publicly traded company. The name and address is:  
N/A

Title: Director

Signatory (Full name): \_\_\_\_\_ Country of citizenship: \_\_\_\_\_

Permanent residence address (use street address of your home): \_\_\_\_\_

I am employed by an investment firm, broker dealer or bank. The name and address is: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of birth: \_\_\_\_\_

I am a director, 10% shareholder or policy making officer of a publicly traded company. The name and address is: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signatory (Full name): \_\_\_\_\_ Country of citizenship: \_\_\_\_\_

Permanent residence address (use street address of your home): \_\_\_\_\_

I am employed by an investment firm, broker dealer or bank. The name and address is: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of birth: \_\_\_\_\_

I am a director, 10% shareholder or policy making officer of a publicly traded company. The name and address is: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**For office use only**

We approve the account for trading and attest to the fact that all necessary account documents are on file with us or are being obtained by us. Approved and attested to by AEBI

\_\_\_\_\_ Date \_\_\_\_\_

Securities available through American Express Bank International are not backed or guaranteed by any bank, nor are they FDIC insured. Investments in your brokerage account are subject to investment risk including loss of principal and may lose value.

## AMERICAN EXPRESS BANK INTERNATIONAL BROKERAGE CLIENT AGREEMENT

1. **General Information.** In consideration of your accepting my brokerage account ("the Account") I agree to the following as used in this agreement, the word "you" shall mean Introducing Broker as defined in the client application and any clearing broker selected by you ("Clearing Broker").

As used in this agreement, the singular shall mean the plural where appropriate. For purposes of this agreement, "securities and other property" shall include, but not be limited to, money, securities, financial instruments and commodities of every kind and nature, and all contracts and options relating thereto, whether for present or future delivery.

I appoint you as my Broker for the purpose of carrying out my directions to you in accordance with the terms and conditions of my agreement with you for my account and risk 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 cancel orders and take such other steps as are reasonable to carry out my directions.

I understand that if you use a Clearing Broker, that Clearing Broker will execute and clear transactions under this agreement and an account will be carried with them. I understand and agree that any telephone conversation with you may be tape recorded and monitored for accuracy and quality assurance and any electronic communication may be similarly maintained or monitored.

2. **Applicable Rules and Regulations.** All transactions for my account shall be subject to the regulations of all applicable federal, state and self-regulatory agencies including the Board of Governors of the Federal Reserve System and the constitution, rules and customs of the exchange of market (and its clearing house, if any) where executed. The Clearing Broker will receive remuneration for directing orders to a particular broker or dealer, through which your transaction is executed. Such remuneration is considered compensation to you and the source and amount of any compensation will be disclosed upon request.

3. **Security Interest.** All securities and other property now or hereafter held, carried or maintained by you in my account, or my trade settlement account or any of my accounts with your affiliates, shall be subject to a general lien for the discharge of my obligations to you, and are to be held by you as security for the payment of any liability or indebtedness of me to you in any of the said accounts. You shall have the right to transfer securities and other property so held by you from or to any other of my above-referenced accounts whenever in your judgment you consider such a transfer necessary for your protection or due to an erroneous transfer. You are hereby authorized to sell and/or purchase any and all property in said accounts without notice to satisfy such general lien.

Without limiting the foregoing, shares of any investment company in which I have an interest and for which American Express Financial Corporation or its affiliates serve as investment adviser also are subject to a general lien for the discharge of my obligation to the Introducing Broker or Clearing Broker, and the Introducing Broker and Clearing Broker may redeem any such shares to satisfy my obligation without further notice or demand.

4. **Settlement.** On each sale order other than a short sale, I represent that I own the security, and, if the security is not in your possession at the time of the contract for sale, I agree to deliver the negotiable security to you by the settlement date. In the case of non-delivery of the security by settlement date, you are authorized to purchase the security to cover my position and charge any loss to my account. It is further agreed that if you fail to receive payment for securities purchased, you may sell securities held by you in any of my accounts sufficient to cover the amount owed, and I will be responsible for any loss resulting. To the extent permitted by the laws of the State of Minnesota, the reasonable costs and expenses of collection of the debit balance and any unpaid deficiency in my accounts with you, including but not limited to attorney's fees incurred and payable or paid by you, shall be payable to you by me.

5. **Trading Conditions.** I acknowledge that the Introducing Broker will not provide me with any legal, tax or accounting advice regarding the suitability or profitability of a security or investment unless I receive advice or securities recommendations from a representative of the Introducing Broker. I assume full responsibility with respect to transactions in or for my account and my investment decisions. I acknowledge that trading securities carries substantial risk, that securities trading can be volatile and that investment loss may be substantial in a short period of time. The Introducing Broker and its officers, directors, employees, agents and affiliates will have no liability with respect to transactions in or for my account and my investment decisions. I agree that I will not use the Account for extreme trading activity such as day trading, mutual fund trading based on market timing, overuse of stop or limit orders, or excessive order splitting of the same stock on the same day.

The Account is not intended for excessive trading activity. If I engage in excessive trading activity (as determined by you in your sole discretion), I may be subject to additional charges, determined on a case by case basis, and/or termination of my account. I agree that I will not use this account as a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker, or commodity trading advisor, member or a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing.

When you hold on my behalf bonds or preferred stocks in street or bearer form which are callable in part, I agree to participate in the impartial lottery allocation system of the called securities in accordance with the provisions of the New York Stock Exchange rules. Further, I understand that no allocation will be made to any account in which you, your officers, or employees have financial interest until all other customers are satisfied on an impartial lottery basis.

Good-till-canceled orders remain in force for thirty (30) days. At that time, you will cancel the order, unless you have executed the transaction or I have canceled the order.

This agreement and its terms shall be binding upon my heirs, executors, administrators and assigns. In the event of my death, incompetence or disability, you may cancel, or complete any open orders for the purchase or sale of any property, you may place orders for the sale of property which you may be carrying for me and for which payment has not been made or buy any property of which my accounts may be short, or any part thereof, under the same terms and conditions as herein above stated, as though I were alive and competent, without prior notice to my heirs, executors, administrators, assigns, committee, or conservators and without prior demand upon any of them.

This agreement shall inure to the benefit of my successors and assigns, shall be binding on me, my heirs, executors, administrators and assigns and shall be governed by the laws of the State of Minnesota.

### 6. Arbitration.

- (i) Arbitration is final and binding on the parties.
- (ii) The parties are waiving their right to seek remedies in court, including the right to a jury trial.
- (iii) Pre-arbitration discovery is generally more limited than, and different from, court proceedings.
- (iv) 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.
- (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Any controversy arising out of, or relating to, my accounts, to transactions with you or your Brokers and/or employees for me or to this agreement or the breach thereof, shall be settled by arbitration and conducted pursuant to the Federal Arbitration Act,

before the American Arbitration Association or the National Association of Securities Dealers Inc., Chicago Stock Exchange Inc., the New York Stock Exchange, the American Stock Exchange to the extent you may be a member of such exchange or the Municipal Securities Rulemaking Board or the independent non industry arbitration forum as I may elect. If I do not make such an election by registered mail addressed to you at your main office within 10 days after demand by you that I make such election, then you may make such election. Judgement upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class 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; 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.

7. **Receipt of Communications.** A confirmation of orders and statements of my accounts shall be conclusive if not objected to in writing within 30 days after mailing by you to me. Communications mailed to me at the address I have provided for delivery of written communications shall be deemed to have been personally delivered to me, and I agree to waive all claims resulting from failure to receive such communications.

8. **Amendments.** I agree that you shall have the right to amend this agreement by modifying or rescinding any of its existing provisions or by adding any new provision. Any such amendment shall be effective as of a date to be established by you. I understand and acknowledge that you may modify or change the terms and conditions by mailing a written notice or a new printed agreement to me. My use of the Account after delivery of notice of the change constitutes my agreement to be bound thereby. This agreement is not subject to any oral modification.

This agreement, along with the Application and any other agreements I have signed, constitutes the entire agreement between me and you.

9. **Assignment.** I agree that you shall have the right to assign or transfer this agreement, including all of your rights and obligations hereunder, (i) at any time, to an affiliated company, and (ii) in the event of a reorganization or merger, to any successor company. Following any such assignment, all of my rights hereunder shall be against the assignee entity and not against you. I also agree that I may not assign or transfer this agreement, or any of my rights or obligations hereunder.

10. **Joint Accounts.** Whether we are joint tenants or tenants-in-common, each of us shall have full authority on behalf of the joint account to act in all respects with reference to this account, including: to purchase and sell securities (including short sales); to receive for the account money, securities and other property and to dispose of the same; to receive for the account confirmations, statements of account and agreements relating to these matters and to terminate or modify some or waive any of the provisions thereof.

Our liability shall be joint and several and shall be binding upon our heirs, successors and assigns. The survivor will give you immediate notice of the death of one of us. You may, before or after receiving such notice, take such proceedings, require such documents, retain such portion and/or restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of any of us who have died shall be liable, and each survivor shall be liable, jointly and severally, to you for any debt or loss in this account resulting from the completion of transactions initiated prior to your receipt of a written notice of such death or incurred in the liquidation of the account or the adjustment of the interest of the respective parties.

In the event of death of a Joint Tenant with Rights of Survivorship, the entire interest in the joint account shall be vested in the survivor on the same terms and conditions as therefore held, without any manner releasing the decedent's estate from the liability. In the event of the death of a Tenant in Common Without Right of Survivorship, the interests in the account shall be determined as of the close of business on the date of death of the decedent (or on the next business day).

11. **Money Settlement Options.** Amounts contributed and received will be settled through my bank account(s) with American Express Bank International.

12. **Location of Securities.** Securities may be held by another brokerage firm, bank or financial institution as custodian located either in the U.S. or outside the U.S.

13. **Relationship of Introducing Broker and Clearing Broker.** The Introducing Broker and the Clearing Broker have an agreement in which the Introducing Broker introduces customer accounts to the Clearing Broker on a fully disclosed basis. This means that the Clearing Broker provides execution, recordkeeping, delivery and receipt of securities and funds receives and distributes payments therefore and safeguards all funds and securities received. The Clearing Broker also receives and distributes dividends and other distributions and processes exchange offers, rights offerings, warrants, tender offers and redemptions.

The Introducing Broker is responsible for the opening, approving and monitoring of the account and for the acceptance of securities orders.

14. **US Taxes - US Persons.** My Taxpayer Identification Number (TIN) is important. As with any financial account I open, I must list my current and correct Taxpayer Identification Number (TIN) - either my Social Security, Employer Identification, or Individual Taxpayer Identification Number. The TIN must be certified under penalties of perjury on my application when I open an account at the Introducing Broker.

If I don't provide the TIN, or the TIN I report is incorrect, I could be subject to backup withholding of 31% of taxable distributions and proceeds from certain sales and exchanges. I could also be subject to further penalties, such as:

- A \$50 penalty for each failure to supply my correct TIN
- A civil penalty of \$500 if I make a false statement that results in no backup withholding criminal penalties for falsifying information.

**I also could be subject to backup withholding because I failed to report interest or dividends on my tax return as required by the Internal Revenue Service.**

15. **US Taxes - Non US Persons.** Unless I advise you to the contrary I wish to apply for any benefits that I may be entitled to under any income tax treaty between my country of residence and the U.S.

I will separately notify you if I am i) acting as an intermediary, ii) a person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the U.S., iii) a foreign partnership, foreign government, international organization foreign central bank, tax exempt organization or private foundation, or iv) eligible to obtain a reduced withholding rate for specific income as a result of meeting special conditions of a treaty provision.

I will also notify you if I subsequently become ineligible to receive benefits or there are other changes in my personal circumstances which change or invalidate the certifications I have provided to you.

**Beneficial Owner.** For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that

person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not constitute income, beneficial ownership is determined as if the payment were income. Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust. The beneficial owners of income paid to a foreign partnership are generally the partners in the partnership, provided that the partner is not itself a partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of income paid to a foreign simple trust (i.e., a foreign trust that is described in section 651(a) of the US Internal Revenue Code) are generally the beneficiaries of the trust, if the beneficiary is not a foreign partnership, foreign simple or grantor trust, nominee or other agent. The beneficiaries of a foreign grantor trust (i.e., a foreign trust to the extent that all or a portion of the income of the trust is treated as owned by the grantor or another person under sections 671 through 679 of the US Internal Revenue Code) are the persons treated as the owners of the trust. The beneficial owners of income paid to a foreign complex trust (i.e., a foreign trust that is not a foreign simple trust or foreign grantor trust) is the trust itself. The beneficial owner of income paid to a foreign estate is the estate itself.

**Permanent Residence Address.** The permanent residence address is the address in the country where the beneficial owner claims to be a resident for purposes of that country's income tax. If a reduced rate of withholding is claimed under an income tax treaty, residency is determined in the manner required by the treaty. If the beneficial owner is an individual who does not have a tax residence in any country, the permanent residence address is where the beneficial owner normally resides. If the beneficial owner is not an individual and does not have a tax residence in any country, the permanent residence address is where it maintains its principal office.

**Exempt foreign person for broker transactions.** A beneficial owner is an exempt foreign person for a calendar year in which: (1) the beneficial owner is a nonresident alien individual or a foreign corporation, partnership, estate, or trust; (2) the beneficial owner is an individual who has not been, and does not plan to be, present in the United States for a total of 183 days or more during the calendar year; and (3) the beneficial owner is neither engaged, nor plans to be engaged during the year, in a U.S. trade or business that has effectively connected gains from transactions with a broker.

16. **Privacy of Account Holder Information.** You treat all information about me confidentially. You may exchange with your affiliates information that you maintain about me, including any credit or other information you may obtain from my application, consumer reports, or external sources.

You may use information collected in connection with my application and the Account and from external sources to develop marketing offers (including mailing lists) for products or services offered by you and your affiliates that you think may be appropriate for me. At any time, I may direct you to exclude me from any marketing offer or mailing list, by calling you.

17. **Termination of Account.** I understand that the Account may be terminated by me or you at any time. Termination will result in the cancellation of my securities account and all other features or privileges. I understand that I remain responsible for all charges, debit terms or other transactions initiated or authorized by me whether arising before or after termination.
18. **Extraordinary Events.** You shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension or trading, war, strikes or other conditions beyond your control, including, but not limited to computer or telephone failure, market volatility or trading volumes.
19. **Headings are Descriptive.** The heading of each provision is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

20. **Separability.** 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.

21. **Securities offered by the Introducing Broker are not backed or guaranteed by any bank nor are they insured by the FDIC. Investments in the Account are subject to investment risk, including loss of principal, and may lose value.** I am aware that the Account is separate from any bank deposit account(s) I maintain with American Express Bank International. The Clearing Broker and Introducing Broker will receive compensation for directing the order equity flow. With respect to OTC transactions, compensation may be in the form of a per share cash payment. The Clearing Broker has selected certain market makers to provide execution of OTC securities transactions who have agreed to accept orders transmitted electronically up to a specified size and to execute them at or better than the national best bid or offer (NBBO). On larger orders, or if the designated market makers do not make a market in the subject security, the Clearing Broker directly contacts market makers to obtain an execution. The designated market makers to whom orders are automatically routed are selected based on the consistently high quality of their OTC executions in one or more market segments and/or their ability to provide opportunities for executions at prices superior to the NBBO. If an order for an exchange-listed security is not immediately executable on the exchange to which it is routed, the Clearing Broker may represent the order in the national marketplace using the various means available for price discovery.

I agree to pay for brokerage commissions and other fees, as they exist from time to time and as they apply to my account, transactions and services I receive. You also agree to pay all applicable state and local excise taxes. A fee and commission table is available upon request.

22. **Other Terms.** All securities and other property now or hereafter held, carried or maintained by you in your possession or control in any of my accounts may be pledged and repledged by you from time to time, without notice to me, either separately or in common with other such securities and other property, for any amount due in the accounts of mine, or for any greater amount, and you may do so without retaining in your possession or under your control for delivery a like amount of similar securities or other property.

Within the limitations imposed by applicable laws, rules and regulations, you are hereby authorized to lend to yourselves, as principal or otherwise, or to others, any securities held by you on margin for any accounts of mine or as collateral therefore, either separately or with other securities. It is recognized that any losses or other detriments, or gains or other benefits, arising from any such lending of securities shall not accrue to my account.

**THIS AGREEMENT AND ITS ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW OR CONFLICTS OF LAW PRINCIPLES; SHALL COVER INDIVIDUALLY AND COLLECTIVELY ALL BROKERAGE ACCOUNTS WHICH I MAY OPEN OR REOPEN WITH YOU, OR WHICH MAY BE INTRODUCED TO YOU, INCLUDING YOUR SUBSIDIARIES AND AFFILIATES, THROUGH THE COURTESY OF THE AFOREMENTIONED INTRODUCING BROKER; SHALL INURE TO THE BENEFIT OF YOUR AFFILIATES AND YOUR SUCCESSORS, AND THOSE OF THE AFOREMENTIONED INTRODUCING BROKER, WHETHER BY MERGER, CONSOLIDATION OR OTHERWISE, AND ASSIGNS, AND THOSE OF THE AFOREMENTIONED INTRODUCING BROKER; AND THIS AGREEMENT SHALL BE BINDING UPON MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.**

By reading and accepting the terms of this agreement, I acknowledge (1) that, in accordance with the Arbitration section, I agree in advance to

arbitrate any controversies which may arise with the Introducing Broker or Clearing Broker and (2) that, certain of my securities may be loaned to you or loaned out to others.

P.O. BOX 450550  
MIAMI, FL 33245-0550

1-305-350-7750

#### CONTACTING AMERICAN EXPRESS

I may contact you using the following address and phone number. I may also write you at the Introducing Broker location identified on the account application.

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#### Fee Schedule

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##### Brokerage Service Fees

Transaction Commissions/fees by arrangement

Returned Check \$15

Legal Transfers \$20

Transfer Out \$50

Certificate Delivery \$15

Courier Service \$35

##### Trade Related Fees

Late Trade Settlement per settlement date) \$15 (\$30 maximum client charge

SEC Transfer \$0.01 per \$300, or fraction thereof, on all equity and options sale transactions. SEC Transfer fee applies to all U.S. non-debt securities subject to prompt last sale reporting.

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Securities offered are not backed or guaranteed by any bank nor are they insured by the FDIC.

Investments in the Account are subject to investment risk, including loss of principal, and may lose value.