

1. **Scope of Agreement.** Regal Discount Securities, a division of Regal Securities, Inc. ("We"), agree to provide you, in accordance with this Agreement (the "Agreement"), with access to any electronic trading services (each, together with any related software, a "Trading Service") that we may make available to you, either directly through Regal Discount Securities Direct, or through a third party service provider which will consist of one or more of the following electronic services: (a) trading services with respect to transactions (each, a "Transaction") in securities, options and other financial instruments, which will be executed with or through us or one of our affiliates; (b) services that permit you to view (for informational purposes only) the status of Transactions; (c) services for the display or transmission of indications of interest or conditional offers to purchase securities or enter into other Transactions; and (d) any additional services made available through the Trading Services. In addition, we will provide you with any software and equipment, and related maintenance, described in a schedule attached to this Agreement. Any additional terms of a particular Trading Service will be set forth in a separate supplement to this Agreement or on the Trading Service.

2. **Term and Termination.** This Agreement is effective as of the date listed below and will continue in effect until terminated by either party at any time, with or without cause, upon written notice to the other party. This Agreement will remain in effect with respect to all Transactions executed through a Trading Service regardless of any termination or other action with respect to the Trading Service.

Regardless of any other provision of the Agreement, We have the right to suspend or terminate all or any part of any Trading Service (at any time, with or without cause or prior notice), or your access to any Trading Service, to change the nature, composition or availability of any Trading Service, or to change the limits on the trading you may conduct through any Trading Service.

3. **Fees and Costs.** You are responsible for all fees, costs and expenses associated with your access to and use of the Trading Services and the execution and settlement of Transactions (including, commissions, regulatory fees, exchange fees, telecommunications, modems and other connectivity costs, and costs of any third party software, equipment and any related maintenance services). **Please see Exhibit A for a listing of fees.**

#### 4. Use of the Services.

(a) We grant you, for the term of this Agreement, a personal, limited, non-exclusive, revocable, non-transferable and non-sublicenseable license to use the Trading Services pursuant to the terms of this Agreement. We may provide certain portions of the Trading Services under license from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors.

(b) We are providing the Trading Services to you only for your internal use, except as provided in Section 5(d), and only for the purposes, and subject to the terms of this Agreement. You may not sell, lease, or provide, directly or indirectly, the Trading Services or any portion of the Trading Services to any third party except as permitted by this Agreement. You acknowledge that all proprietary rights in the Trading Services are owned by us or by any applicable third party service providers selected by us providing us with all or part of the Trading Services, or providing you with access to the Trading Services, or their respective licensors, and are protected under copyright, trademark and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights or other rights in or to the Trading Services, except those specifically set forth in this Agreement. You will

protect and not violate those proprietary rights in the Trading Services and honor and comply with our reasonable requests to protect our and our third party service providers' contractual, statutory and common law rights in the Trading Services. If you become aware of any violation of our or our third party service providers' proprietary rights in the Trading Services, you will notify us in writing.

(c) You are responsible for ensuring the Trading Services' security in connection with your use of the Trading Services.

(d) You are bound by, and will comply with, the various legends, disclaimers, terms and conditions and restrictions displayed on or linked to the Trading Services.

(e) You may access each Trading Service only through one or more passwords or other access methods that we specify (collectively, "Access Methods"). You are solely responsible for ensuring that your Access Methods are known to and used by only those users that you authorize ("Authorized Users"). At our request, you will provide us a list of your Authorized Users, their countries of domicile and updates of the list. You acknowledge that, in our discretion, we may deny access to a Trading Service to any user of your Access Methods.

(f) You will be (i) solely responsible for all acts or omissions of any person using a Trading Service through your Access Methods and (ii) without limitation of the foregoing or any other provision of this Agreement, bound by the terms of all Transactions executed and orders placed through a Trading Service using your Access Methods. All transmissions generated by use of your Access Methods will be deemed to be authorized by you and made by an Authorized User whether or not we acknowledge receipt of such transmission.

(g) If your Access Methods have been lost, stolen or compromised, you will promptly notify us and any representative designated by the Trading Service to receive notice. Upon receipt of this notice, your Access Methods will be cancelled but you are responsible for any actions taken through the use of such Access Methods before they are cancelled. In our sole discretion, we may terminate, revoke, suspend, modify, or change any or all of your Access Methods at any time with or without prior notice.

(h) You will be solely responsible for any losses, damages or costs that you may incur as a result of errors made by, or the failure of, the software or equipment that you use to access the Trading Services.

(i) The software used in connection with the Trading Services may include encryption methods that are subject to the export and/or import control laws of the United States and other countries. You will cooperate with us in complying with any such laws.

#### 5. Transactions.

(a) Each Transaction you execute through a Trading Service is also subject to any other agreement between you and us that applies to the relevant Transaction ("Client Agreements"). If there is a conflict between the terms of this Agreement and the terms of the Client Agreement, the terms of this Agreement will control regarding the Trading Services, (except that any governing law and dispute resolution provisions of the Client Agreement will prevail over Section 11(j) of this Agreement).

(b) We have no obligation to accept, or to execute or cancel, all or any part of a Transaction that you seek to execute or cancel through a Trading Service. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and may execute any Transaction on the terms actually received by us.

(c) You may receive a written or electronic acknowledgement of the status of each Transaction executed through a Trading Service in addition to any written or electronic confirmation of the execution of the Transaction (“Confirmation”) that we deliver to you. If there is a conflict between the terms of any Confirmation and (i) the terms of this Agreement, or (ii) the acknowledgement, the terms of the Confirmation will control. Execution terms as reflected in such an acknowledgement or Confirmation or in execution reports are subject to adjustment for errors including but not limited to errors on the part of the markets to which your orders were routed.

(d) You will use the Trading Services and enter into Transactions only for your own benefit and account(s) and will not use the Trading Services on behalf of third parties without our written permission.

(e) We may engage in trading in the markets reflected on the Trading Services for our proprietary accounts and on behalf of accounts under our management, which could affect the value or terms of Transactions and we may enter into transactions at prices different from the prices reflected in the Trading Service.

(f) You acknowledge that short sales must be done in a margin account and be subject to margin requirements. Prior to creating a short stock position, you must reasonably believe that shares are available to borrow. If we cannot borrow stock, we may buy-in stock on your behalf, without prior notice, to cover short positions. You agree to be liable for any losses or Hard to Borrow Fees. Hard to Borrow Fees are defined as fees We charge for shorting equities that are considered difficult or unavailable to borrow for short selling transactions (and such Fees are variable and may change from day to day).

## 6. Representations and Warranties.

(a) You represent and warrant to us that your use of the Trading Services will comply with all applicable laws, rules and regulations and with the policies and practices of securities exchanges and clearing houses, alternative trading facilities, and self-regulatory organizations, and the policies and procedures applicable to the Trading Services and this Agreement and any other agreement between you and us, as may be amended from time to time, including rules regarding short sales under U.S. securities laws (e.g., Securities and Exchange Commission Rule 10a-1). Further, you will provide us with all terms and conditions relevant to your orders, designate any of your short sales as such and locate your borrow of shares prior to placing any short sale orders with us, all in accordance with applicable law. Without limitation of the foregoing, you represent and warrant that, if you use the Trading Services to effect transactions (i) in securities that you or your affiliates issued or, (ii) if you are a broker-dealer, investment manager or investment adviser and are acting on behalf of a customer, in securities which the customer or the customer’s affiliate issued, such transactions will comply with applicable laws and regulations regarding transactions in securities by issuers and affiliates. Prior to entering an order, you will advise us of any legal restrictions on the transfer of any securities you sell (including Rule 144 or 145(d) under the Securities Act of 1933) and you will provide any necessary documents to us (including prospectuses or opinions) to satisfy legal transfer requirements. You are responsible for any delays, expenses and losses associated with compliance or failure to comply with any restrictions on the transfer of securities. You further represent and warrant that, unless you advise us otherwise, no Transaction executed by you through a Trading Service will be on behalf of a plan subject to the Employee Retirement Income Security Act of 1974 or any similar statute.

(b) We represent and warrant to you that we have all rights, authority and licenses to provide the Trading Services to you, as set forth herein and you represent and warrant to us that you have all consents,

rights, authority, and have taken all actions necessary, to use the Trading Services and enter any transactions relating thereto, as set forth herein.

(c) Except as set forth in paragraph 6(b), we make no warranty, express or implied, to you concerning the Trading Services or with respect to any data or information that we may provide in connection with the Trading Services. You expressly acknowledge and agree that we have made no recommendation with respect to the Trading Services or any Transaction and that we and any third party service providers selected by you or us provide the Trading Services on an “as is” basis, at your sole risk. We expressly disclaim any implied warranties of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the Trading Services with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, continued availability or otherwise. We and such third party service providers are not responsible for maintaining the Trading Services or for supplying any corrections, updates or releases concerning the Trading Services. We are not soliciting any action based upon use of the Trading Services.

## 7. Limitation of Liability; Indemnity.

(a) We, our partners, officers, directors, affiliates, employees and agents (each a “Related Party”) have no liability, contingent or otherwise, to you or to third parties, for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Trading Services or for delays or omissions of the Trading Services, or for the failure of any connection or communication service to provide or maintain your access to a Trading Service, or for any interruption in or disruption of your access or any erroneous communications between us and you. We are not liable for any special, indirect, incidental or consequential damages which you may incur or experience because you entered into this Agreement or relied on the Trading Services, even if we know of the possibility of those damages. We are not responsible for informing you of any difficulties that We or other third parties experience concerning use of the Trading Services for our accounts or other accounts or to take any action in connection with those difficulties. We also have no duty or obligation to verify, correct, complete or update any information displayed in the Trading Services. You are solely responsible for any losses, damages or costs resulting from your reliance on any data or information that we may provide in connection with your use of the Trading Services. You will make your own independent decision to access or use any Trading Service or to execute any Transaction and you acknowledge and agree that the Trading Services do not and will not serve as the primary basis for any of your investment decisions concerning your accounts or your managed or fiduciary accounts. You are solely responsible for any investment or trading decisions you make with respect to products identified on the Trading Services and we are not responsible for determining whether any Transaction you may enter into is suitable, appropriate or advisable. We (and any of our affiliates) are not and will not be, by virtue of providing the Trading Services, an advisor or fiduciary for you or your managed or fiduciary accounts.

(b) You will indemnify, protect, and hold harmless us and our Related Parties from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney’s fees) (collectively, “Losses”) resulting from or arising out of the use of the Trading Services by you or your Related Parties, including any breaches of the security of the Trading Services (including any access or entry into any of our other systems not covered by this Agreement)

(c) In Paragraph 7(a) the terms “we”, “our” and “us” include any third party service providers selected by you or us in connection with the Trading Services, and in Paragraph 7(b) those terms include third party service providers selected by us.

(d) Orders that you enter through the Trading Services may be routed to third party systems, markets or exchanges (each, a "Third Party System"). We are not responsible for any losses, damages or costs that may result from errors made by any Third Party System in reading, processing or executing such orders, or if any Third Party System otherwise fails to properly execute such orders.

(e) Without prejudice to any rights under this Agreement, in case of any breach of our warranty in Paragraph 6(b), our liability is limited to the repair or replacement of any part of the Trading Services that causes the breach.

(f) You agree that, with the exception of the provisions of Paragraph 7(e), our liability and the collective liability of our Related Parties and the third party service providers selected by you or us, if any, arising out of any kind of legal claim (whether in contract, tort, or otherwise) or in any way connected to your use of the Trading Services will not exceed the amount of the profit we received on the specific transaction giving rise to such legal claim unless caused directly by our gross negligence or willful misconduct.

(g) None of the above will limit your rights and remedies under the state or federal securities laws.

#### 8. Data and Information.

(a) You will supply us with all information we may reasonably request in writing concerning you and your use of the Trading Services. You and your Authorized Users will also provide and obtain any consents that we may reasonably request in connection with the provision of information to us by you or on your behalf. We may report information obtained under this paragraph 8(a) to regulatory authorities or to third party service providers, as we determine in our sole discretion to be necessary. You consent and agree to comply with any of our privacy policies and procedures that we provide.

(b) With respect to any market data or other information that we or any third party service provider provide to you in connection with your use of the Trading Services, (i) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (ii) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; (iii) you will use such data or information solely for the purposes set forth in this Agreement and any Client Agreement; (iv) such data or information is proprietary to us and any such provider and you will not retransmit or disclose such data or information to third parties except as required by applicable law or regulation; and (v) you will use such data or information solely in compliance with applicable laws, rules and regulations.

9. **No Promotion.** Without the prior written consent of the other party, neither party will (i) use the name of the other party, or the name of any of the other party's Related Parties, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation of the other party or its affiliates in advertising, publicity, or otherwise; or (ii) represent (directly or indirectly) that any product or any service provided by the party has been approved or endorsed by the other.

10. **Electronic Documents.** You consent to the delivery of confirmations, any other required or optional communication or agreement under any applicable law or regulation and any agreements or changes in the terms and conditions on the Trading Services, by e-mail, Web site or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered to you electronically are deemed to be "in writing." If your signature or acknowledgment is required or requested with respect to any such document and any Authorized User "clicks" in the appropriate

space, or takes such other action as may be indicated on the Trading Services, you will be deemed to have signed or acknowledged the document to the same extent and with the same effect as if you had signed the document manually. You acknowledge your understanding that you have the right to withdraw your consent to the electronic delivery and signature of documents at any time by providing prior written notice. However, if you revoke your consent, your access to the Trading Services may be restricted or terminated.

#### 11. General.

(a) You acknowledge that you entered into this Agreement without inducement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing and all other oral, written or other communications between the parties concerning this subject matter. This Agreement may be modified only by a subsequent writing signed by both parties.

(b) Neither party may assign the Agreement without the other party's prior written consent. However, we may assign this Agreement to any entity (i) controlling, controlled by, or under common control with us, or (ii) which succeeds to all or substantially all of our assets and business.

(c) If any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement will not be affected or impaired.

(d) Where any form of the word "including" appears in this Agreement, it will be interpreted as if followed by the phrase "without limitation".

(e) Except as provided in Paragraph 10, all notices will be in writing and hand delivered or forwarded by registered or certified mail to the parties at the addresses listed on the first page. A copy also will be sent to the attention of our General Counsel or to any other address which we designate in writing after the date of this Agreement.

(f) The headings in this Agreement are intended for convenience of reference and will not affect interpretation.

(g) Each party acknowledges that a breach of any provision of Paragraph 4, 8 or 9 of this Agreement will cause the other irreparable injury and damage. Therefore, injunctive relief may be sought in addition to any other rights and remedies which may be available to the party at law or in equity.

(h) The individuals executing this Agreement each represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their principals.

(i) You agree to cooperate with any reasonable request we may make in order to respond to any inquiries made by any third party service providers, exchanges, or other regulatory, self-regulatory or governmental authorities in connection with the Trading Services.

(j) This Agreement is deemed entered into in Glenview, Illinois and will be governed and construed in all respects by the laws of the State of Illinois, without giving effect to principles of conflict of law. Any litigation or other dispute resolution between the parties relating to this Agreement will take place only in the State of Illinois. The parties consent to personal jurisdiction of and venue in the state and federal courts within that county.

(k) Each party's continuing obligations under this Agreement including those relating to "Limitation of Liability; Indemnity" and "Data and Information" will survive the termination of this Agreement.

12. **Direct Access Trading Risks.** Although We provide state-of-the-art, redundant systems, there is the potential for delayed or missed executions during periods of market volatility. Periods of high volatility and volume may result in executions at price levels different from those displayed at the time of entry. Direct Access trading provides you with the ability to direct your order to a specific exchange or market maker for execution. We are not responsible for the quality of execution for Direct Access orders. The quality of executions you receive with Direct Access may not be better than non-directed orders. By entering orders via Direct Access, you accept responsibility for all aspects of the execution or non-execution you receive.

13. **Security Deposit.** We may require certain option trading accounts to maintain a security deposit to be held as collateral for option exchange fee pass through amounts. The requirement of a security deposit may

depend on several factors, including but not limited to the type of trading or the particular exchange.

14. **Pattern Day Trader Designation.** An account that conducts four (4) day trades in any consecutive five (5) trading day period will be designated as a Pattern Day Trader. Pattern Day Traders are required to maintain at least \$25,000 equity in their account at all times. If the equity falls below \$25,000, a day trade margin call will be issued. If the day trade margin call is not met, the account may be restricted or liquidated.

15. **Professional Trader Designation** – The Professional Trader designation relates to option trading only. If an account places an average of 390 orders per day over a three (3) month period, the account will be designated as a Professional Trader. Professional Trader designated accounts are subject to additional exchange fees and order restrictions.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date below.

Signature of Client: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**Regal Discount Securities**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

## Exhibit A

---

### Pricing Schedule\* (as of 4/26/2012)

#### Direct Access Platform Fees:

Omni Pro	\$100.00 per month
Sterling Trader Pro	\$250.00 per month
RealTick	\$250.00 per month
Obsidian	\$250.00 per month
RegalDirect	\$50.00 per month

#### Data Fees (Non-Professional):

NYSE Level 1	\$ 1.00 per month
NYSE Open Book	\$ 16.00 per month
NASDAQ Level 1 & 2	\$ 10.00 per month
NASDAQ Total View	\$ 16.00 per month
OPRA – Option Quotes	\$ 1.00 per month
Dow Jones Indices	\$ 1.00 per month
S&P Indices	\$ 1.00 per month
Basic News Package	\$ 30.00 per month
Dow Jones News	\$100.00 per month

#### Option Exchange Fees (Non-Professional):

Option exchange fees and credits are passed through to users at cost. Rates vary depending on adding or removing liquidity, symbols traded, price of option, and whether the underlying security is an ETF or index.

#### Stock Destination Fees

MNGD	Free
PDQ-ARCA	\$.0015 fee per share
PDQ-BATS	\$.0015 fee per share
PDQ-NSDQ	\$.0015 fee per share
PDQ-EDGA	\$.0015 fee per share
ARCA	\$.003 fee per share to remove liquidity
ARCA	\$.0023 credit per share to add liquidity
NSDQ	\$.003 fee per share to remove liquidity
NSDQ	\$.002 credit per share to add liquidity
UBS Market Maker	Free

#### Regulatory Fees\*

Trading Activity Fees (TAF) Applied to sell transactions only.

Stocks	\$.000095/share – maximum \$4.75 per trade
Options	\$.002/contract
Options Regulatory Fees (ORF)	\$.0245/contract
SEC Transaction Fee (Sales Only)	\$.0000192 per \$1.00 of securities sale proceeds

**\*Fees subject to change without prior notice**