

INVESTOR CONNECT AGREEMENT

Your Online Account Resource



www.investor-connect.com

Access Agreement To View Accounts Through RBC Correspondent Services Investor Connect®

This Access Agreement is between RBC Correspondent Services, (RBC CS) a division of RBC Capital Markets Corporation, and any clients of correspondent broker-dealers that clear and settle trades through RBC CS (you or your), and relates to your use of, and your grant of authority to one or more third parties (collectively, the Guest) to use, RBC CS' Investor Connect® (the Program) to view your brokerage account(s) (the Account) through the RBC CS Investor Connect web site (the Site):

1. SERVICES PROVIDED

In consideration of your agreement with the terms of this contract, which you provide by signing your name in the appropriate space(s) on the last page of this Agreement, RBC CS agrees to provide the Guest with electronic access, through a computer to the Account. You agree not to give permission to the Guest to use the Program to view your Account, if you do not agree to the terms of this Agreement. You understand and agree that a Guest must have a separate account with RBC CS in order to make use of the Program. The authorization you provide under the terms of this Agreement to permit the Guest to view the Account is not, and under no circumstances should be construed as, providing any person with trading authority with respect to the Account.

2. HARDWARE AND SOFTWARE

The Guest must use the type of hardware, including, without limitation, computers, modems, hard disk, and any other electronic devices and telephone connection equipment (Hardware) and software (Software), including a secure Internet browser, sufficient to allow secure use of the Program. RBC CS is not responsible for the installation, maintenance and operation of the Hardware and Software.

3. USER CODES

(a) After registering to use the Program, the Guest will be required to create, retain and use certain identification information to access the Account. Shortly after registering to use the Program, RBC CS will mail the Guest its standard package of information containing a temporary password. The Guest will also be required to select a new password (the Password) upon first use of the system. (The client identification information and Password are hereafter referred to collectively as User Codes). The User Codes are highly confidential information, and are for the personal use of the Guest only. You and the Guest are responsible for all statements made and acts or omissions that occur while such User Codes are being used. RBC CS is not responsible for (i) maintaining the confidentiality of the User Codes, and (ii) any breach of security caused by any failure to maintain the confidentiality of the User Codes.

You agree to notify RBC CS immediately if you become aware that the confidentiality of any or all of the User Codes have been compromised or if there has been unauthorized access to your Account, or unauthorized use of the Program. RBC CS reserves the right to revoke the User Codes at any time without prior notice.

- (b) You understand and agree that RBC CS may, in its sole discretion, request that your introducing broker provide evidence to RBC CS, including, without limitation, account agreements or similar documentation, satisfactory to RBC CS prior to approving your request that a Guest have electronic access to the Account. These safeguards are taken in order to minimize the risk of fraud. You further agree that there may be a delay in processing your request while RBC CS awaits receipt from your introducing broker of such information, and that you will hold RBC CS harmless from and against any and all damages, costs, lawsuits, judgments, or other actions or expenses of whatever nature arising from or attributable to such delay.

4. YOUR OBLIGATIONS

- (a) You understand and agree that you and the Guest shall be solely responsible for all information electronically transmitted to RBC CS by the Guest, or use of any data, information, or services obtained, using the User Codes and any other security data.
- (b) You shall immediately notify your introducing broker if you become aware of any unauthorized use of the User Codes, or any of them, or the Program, or other security data.
- (c) You shall immediately notify your introducing broker if there is a discrepancy in your Account balance or security positions.
- (d) All notifications to RBC CS pertaining to this Agreement shall be directed to:
RBC Correspondent Services
510 Marquette Ave S.
Mpls, MN 55402
Attention: Connect Help Desk, Mail Stop M11
- (e) You accept full responsibility for the monitoring of your Account.
- (f) You will be solely responsible for paying all charges related to your Account arising from the activities of the Guest.

5. SUITABILITY AND COMPLIANCE WITH LAW; PROPERTY RIGHTS IN INFORMATION AND SERVICES

- (a) The Program is provided by RBC CS for the use of you and your Guest only. Nothing in this Agreement should be construed as a solicitation or recommendation to buy or sell securities. RBC CS does not provide investment advice through the Program and does not represent that any securities are suitable for the Guest (or you). In addition, you agree to make your own independent evaluation of the investment merits and suitability for you of any such securities. Reliance on the Program shall be at your risk. Neither RBC CS, nor any affiliated entity of RBC CS, nor any of the respective agents, employees, or information providers shall be liable to you or anyone else for any inaccuracy, error, omission, interruption, untimeliness, incompleteness, deletion, defect, alteration, or use of any content herein, regardless of cause. You also acknowledge that RBC CS does not provide tax or legal advice, and agree that the Program will not be used as tax or legal advice.
- (b) In the event the Guest uses the Program, or the links included on the Site, to gain access to a World Wide Web site, Internet location or source of information of any company, organization or person other than RBC CS, you acknowledge that such other sites or locations are not under the control of RBC CS. You agree that RBC CS shall not be responsible for any information or other links found at any such World Wide Web site or Internet location or sources of information, or for your use of such information, and you agree that RBC CS does not endorse these links. RBC CS provides these links only as a convenience, and has not tested any software or verified any information found at the sites. The fact that RBC CS has provided a link to another site does not signify an endorsement by RBC CS of the site or its contents. There are inherent risks in the use of any software or information found on the Internet, and you acknowledge that you understand these risks before agreeing to provide permission and authorize the Guest to view your Account or make any use of the Site or the Program.
- (c) The Program is the property of RBC CS or its licensors and is protected by applicable copyright, patent, trademark or other intellectual property laws. Except as expressly authorized herein, you may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, re-disseminate, or commercially exploit any part of the Program provided in any manner (including electronic, print or other media now known or hereafter developed) without the written consent of RBC CS. You also agree not to use, or allow the Guest to use, the Program for any unlawful purpose, and you shall comply with any request of RBC CS or any of the third party providers to protect their respective rights in the Program.

- (d) Transmission or use of any material in violation of this Agreement, or any applicable law, rule or regulation (whether of the United States or other countries), or the rights of any third party is prohibited. This includes, but is not limited to, copyright material; material which is defamatory, threatening, obscene, lewd and indecent; material protected by trademark, trade secret, or patent laws; or material(s) that result(s) in an invasion of privacy.

6. WARRANTIES AND LIMITATIONS OF LIABILITY REGARDING THE PROGRAM AND INFORMATION PROVIDED THROUGH THE PROGRAM

- (a) THE ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS OF THE PROGRAM, OR ANY INFORMATION AVAILABLE THROUGH THE PROGRAM, CANNOT BE GUARANTEED. RBC CS AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT HAVE ANY RESPONSIBILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES YOU MAY INCUR FROM THE USE BY THE GUEST OF THE PROGRAM, ANY RELIANCE BY YOU ON ANY INFORMATION CONTAINED HEREIN, OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS THEREOF, OR FOR ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF SUCH INFORMATION.
- (b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RBC CS AND ITS AFFILIATES, AGENTS AND LICENSORS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ERROR-FREE AND UNINTERRUPTED SERVICES. RBC CS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OR ASSUME ANY LIABILITY TO YOU REGARDING (i) THE USE OR THE RESULTS OF THE USE OF THE INFORMATION AVAILABLE THROUGH THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL RESULTS BASED ON USE OF ANY SUCH INFORMATION OR ANY DELAY OR LOSS OF USE OF THE INFORMATION, OR (ii) SYSTEM PERFORMANCE AND EFFECTS ON OR DAMAGES TO SOFTWARE AND HARDWARE IN CONNECTION WITH ANY USE OF THE SITE OR INFORMATION.
- (c) IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, RBC CS SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION, THROUGH THE PROGRAM, OF A COMPUTER VIRUS, OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE AVAILABILITY OF THE INFORMATION OR ANY SOFTWARE, HARDWARE, DATA OR PROPERTY.

- (d) IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, RBC CS MAKES NO REPRESENTATION AND ASSUMES NO LIABILITY REGARDING THE QUALITY, SAFETY, ACCURACY, OR SUITABILITY OF ANY INFORMATION OR SOFTWARE FOUND ON ANY OTHER SITE NOT UNDER RBC CS' CONTROL.
- (e) RBC CS AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU RELATED IN ANY WAY TO THE USE BY THE GUEST OF THE PROGRAM. EXCEPT AS OTHERWISE PROVIDED BY LAW, RBC CS SHALL HAVE NO LIABILITY FOR LOSSES CAUSED BY THE NEGLIGENT ACTIONS OR FAILURE TO ACT OF ANY THIRD PARTY PROVIDER, AND TO THE EXTENT PERMITTED BY LAW, NEITHER RBC CS NOR ANY THIRD PARTY PROVIDER SHALL BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE), OR FOR ANY LOSS THAT RESULTS FROM A CAUSE OVER WHICH RBC CS OR ANY OTHER SUCH ENTITY DOES NOT HAVE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, UNAUTHORIZED ACCESS, STRIKES, FAILURES OF COMMON CARRIER OR UTILITY SYSTEMS, SEVERE WEATHER, OR OTHER CAUSES COMMONLY KNOWN AS "ACTS OF GOD."

7. YOUR REPRESENTATIONS, WARRANTIES AND COVENANTS

As a condition of being permitted to use the Program, you represent and agree that the following statements are and will continue to be true for as long as the Guest requests access to the Program:

- (a) If you are an individual, you hereby represent and warrant that you are at least 18 years of age.
- (b) The Account is:
1. In your name individually, or as a joint tenant, or as a tenant in common; or
 2. In the name of an estate, of which you are an authorized representative by will or court order; or
 3. In the name of a trust, of which you are a trustee or other person acting with full authorization from the trustee(s); or
 4. In the name of a minor person for whom you are custodian; or
 5. In the name of a corporation, of which you are an officer or other authorized representative; or
 6. In the name of a partnership, of which you are a partner or other authorized representative; or
 7. In the name of a limited liability company, of which you are a member or other authorized representative; or
 8. In the name of a corporate custodian, such as a broker-dealer.

- (c) You understand that RBC CS will not be responsible for the accuracy, completeness, or use of any information received by it or received by you or the Guest from outside data sources through the Program and that RBC CS does not make any warranty concerning such information. You understand that all information provided or transmitted to RBC CS through the Program is at the risk and responsibility of you and the Guest. You agree that neither RBC CS, nor any third party working with RBC CS to provide services hereunder, shall be responsible for any damages caused by communications line failure, unauthorized access, theft, systems failure, and other occurrences beyond its control.
- (d) The Guest will not use any information or market data provided by a national securities exchange or association in connection with any professional or commercial activities, and you agree to notify RBC CS if such use occurs, and to pay any additional charges in connection therewith.
- (e) You understand that all the terms and conditions of your brokerage client agreement(s), including, without limitation, any margin and options agreement, mutual fund application(s), and any applicable prospectus, control the operation of your Account, and those terms and conditions are incorporated herein by this reference.
- (f) You agree to be liable for any and all charges or expenses incurred in connection with the use of the Program by you or the Guest, through the use of the User Codes, or otherwise. You understand that the rates, fees, billing, and terms governing services provided by outside vendors may be determined by the vendor.
- (g) You expressly acknowledge and agree that the use and storage of any information, including, without limitation, portfolio information, transaction activity, account balances, and any other information or orders available through use of the Program is at your sole risk and responsibility.
- (h) You understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties that disseminate the data. You also understand that neither any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, or completeness of market data or any other market information, or messages disseminated by any party. No disseminating party shall be liable in any way, and you agree to indemnify and hold harmless such party, for (a) any inaccuracy, error, or delay in, or omission of, (i) any such data, information, or message, or (ii) the transmission or delivery of any such data, information, or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay, or omission, (ii) nonperformance, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by any disseminating party or to any "force majeure" event (i.e., flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment

or software malfunction) or any other cause beyond the reasonable control of any disseminating party. You understand that the terms of this Agreement may be enforced directly against you by the national securities exchanges and associations providing market data to you.

- (i) You understand that, to the extent the Program utilizes Internet services to transport data or communications, RBC CS will take reasonable security precautions, but that RBC CS disclaims any liability for interception of any such data or communications, and, further, that RBC CS shall not be responsible for, and makes no warranties regarding, the access, speed or availability of Internet or network services.
- (j) You recognize that the use of the Program by the Guest may involve the transmission of information that may be considered personal financial information, including, but not limited to, the identity and number of shares you own in the Account and the net dollar price for those shares. You consent to the transmission to the Guest of such information through the Program, and that your consent shall be effective at all times unless and until you rescind your grant of authority to the Guest. You further agree to provide RBC CS with such rescission of authority in writing.

8. TERMINATION OF USE

You agree that RBC CS may discontinue the Program, in whole or in part, at any time, and that RBC CS may modify or change the terms of it, in whole or in part, at any time. You agree that RBC CS may immediately terminate its services if you or the Guest breach this Agreement or if you or the Guest have jeopardized the property and efficient operation of its services. All payments due RBC CS shall be made directly to RBC CS in accordance with its policies. Any unauthorized use of the Program shall result in automatic termination of this Agreement.

9. ASSIGNMENT

Resale and/or any commercial redistribution of the Program is prohibited. This Agreement and your rights and obligations hereunder may not be assigned by you without the written permission of RBC CS and shall inure to the benefit of RBC CS' successors and assigns whether by merger, consolidation or otherwise. RBC CS may assign this Agreement or any of its rights or obligations under this Agreement to a company affiliated with, or a successor to or assignee of, RBC CS, or to any other third party.

10. GOVERNING LAW

Except for statutes of limitation applicable to claims, this Agreement and all the terms herein shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to principles of conflicts of law. By accessing or utilizing the Program, you accept and agree to be bound by the laws of such jurisdiction. In the event that you do not agree to be bound by such laws, you must immediately discontinue your access or use of the Program. You agree that any action to enforce this Agreement shall be brought in the federal courts located in Minneapolis, Minnesota.

11. MISCELLANEOUS

RBC CS may modify this Agreement at any time upon written notice or electronic posting. RBC CS reserves the right, in its sole discretion, to deny access to any user of the Program, or any portion hereof. RBC CS' failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on the part of RBC CS to exercise any power or right given to RBC CS in this Agreement, or a continued course of such conduct on the part of RBC CS shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to RBC CS in this Agreement are cumulative and not exclusive of any other rights or remedies which RBC CS otherwise has at law or equity.

Access Agreement To View Accounts Through RBC Correspondent Services Investor Connect®

I HEREBY REPRESENT THAT I HAVE READ THE ACCESS AGREEMENT TO VIEW ACCOUNTS HELD AT RBC CORRESPONDENT SERVICES, A DIVISION OF RBC CAPITAL MARKETS CORPORATION, THROUGH INVESTOR CONNECT, UNDERSTAND IT, AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED HEREIN, AND ACKNOWLEDGE RECEIPT OF A SIGNED, TRUE, AND EXACT COPY OF THIS AGREEMENT.

PLEASE LIST THE ACCOUNT(S) TO WHICH YOU GRANT VIEWING ACCESS.

Account Number

Name on Account

Account Number	Name on Account
_____	_____
_____	_____
_____	_____

PLEASE NAME THE PERSON TO WHOM YOU GRANT VIEWING ACCESS.

Guest Name _____

PLEASE SIGN AND DATE, AND PROVIDE YOUR TITLE AS APPLICABLE.

Signature _____

Date _____

Title (officer, partner, member, etc., as applicable) _____

IF THIS AGREEMENT IS NOT RETURNED WITHIN 45 DAYS, THE REQUEST WILL BE CANCELLED AND VIEWING ACCESS TO YOUR ACCOUNT(S) WILL BE DENIED.

Please keep this copy, along with the agreement, for your own records.



RBC Correspondent Services

a division of RBC Capital Markets Corporation, Member NYSE/FINRA/SIPC

RBC Correspondent Services
510 Marquette Ave S.
Mpls, MN 55402
Attention: Connect Help Desk,
Mail Stop M11

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Name on Account

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PLEASE NAME THE PERSON TO WHOM YOU GRANT VIEWING ACCESS.

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Attention: Connect Help Desk,
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