

ONLINE CLIENT SERVICE AGREEMENT

Citigroup Global Markets Inc. ("CGMI") and applicable affiliates ("we," "us," "our") through the business with whom you maintain your investment account relationship with CGMI shall arrange for you to have electronic access to certain electronic services ("Services"), including electronic access to your securities account(s) through this internet site ("Site") as described in this Online Client Services Agreement ("Agreement"). This does not cover transactions that you may enter through the Site's proprietary online order entry ("Online Trading") or other systems. Enrollment in such transaction service(s) are made through execution of separate applications and terms of use. Before you activate your account(s) and to receive the Services described here, you must complete the Agreement or the online enrollment process ("Form"), agree to these terms and conditions and be accepted for the Services. You may be permitted to activate your account and consent to the terms and conditions of this Agreement by means of an electronic signature or other form of online consent ("Online Consent").

THE SERVICES AND INFORMATION ON THE SITE DO NOT CONSTITUTE AN OFFER OR SOLICITATION.

You acknowledge that the Services provided on the Site are for informational purposes only and the Services do not constitute an offer to sell or a solicitation of an offer to buy any security that may be referenced on the Site, except where an offer is explicitly made through the availability of a prospectus on the Site. Such offers can only be made where lawful under applicable law. Although the information on the Site may include material about the investment process generally, as well as research commentary relating to specific securities, you are not being provided personalized investment advice through the Services and the Site does not represent that any such securities are suitable for you. If you wish to learn more about information on the Site, you may contact your Advisor.

MOST INVESTMENT PRODUCTS HAVE RISKS.

You acknowledge and understand that, except as otherwise provided below, all investment and insurance products referenced on the Site and purchased or sold through us are subject to investment risks, including the possible loss of the principal amount invested.

1) DESCRIPTION OF OUR SERVICES

a) Through the Site, we shall arrange for you to have electronic access to, and to download to your computer or other electronic device (collectively, "Computer"), the Services, including but not limited to the provision of information ("Information") through the Site by means of an unaffiliated Internet service provider (the "Internet Service Provider"). The Services and Information may include online account status, access to securities quotations, and electronic access to research commentaries and to news stories and other Information prepared by third party vendors, as well as the ability to communicate electronically with us through the e-mail function on the Site ("Site E-Mail"). We may cancel or change the Services or level of Services or activation instructions at any time by written or online notice or Site E-Mail. By activating your account(s), and using the Services, or properly executing the Form (Including providing Online Consent if permitted by us) you will evidence your acceptance of this Agreement and your agreement to comply with all rules or restrictions applicable to the Service.

2) THE SERVICES MAY NOT BE AVAILABLE TO CERTAIN PERSONS OR AT CERTAIN TIMES

a) We are not required to make available or to continue to make available the Information and Services to residents of any non-U.S. jurisdiction where we determine, in our sole judgment, that furnishing them to such persons might be unlawful under the laws of such non-U.S. jurisdiction or the laws of the U.S., or compliance with either of such laws is impractical or commercially unreasonable.

b) You acknowledge that the Services may not be continuously available.

c) Your access to certain Services will depend upon your user category ("user") as we may advise. Not all sections of this Agreement will apply depending on your user category and in what capacity you register or the sections of the Site used or accessed by you.

- i) Visitors ("Visitors," "Guests"): Users in this category will be provided with limited samples of Services offered on the Site to its Visitors but need not register to obtain access to the Site.
- ii) Registered Visitors ("Registered Visitors," "Registered Guests"): For a limited period as we may advise, Registered Visitors may receive electronic access at our discretion to all of the Services provided by us on the Site including the ability to monitor the performance of a limited number of

securities of the user's choice and the ability to communicate electronically with SB. Registration on the Site is required for this user category.

- iii) Registered Clients: This category of user will receive all the Services received by a Registered Guest and more. Registered Clients have no time limitation with respect to the use of these Services as long as they remain our clients. Registration on the Site is required for this user category. Registered Clients will have the ability to communicate electronically with their Advisors.

3) HARDWARE AND SOFTWARE NECESSARY TO ACCESS THE SITE

You agree to be solely responsible for the installation, operation and maintenance of the equipment ("Hardware") and software ("Software") necessary to access the Site. You also agree to use the level of encryption security required by us.

4) USER CODES NECESSARY TO USE THE SERVICES AND YOUR RESPONSIBILITY FOR USER CODE CONFIDENTIALITY

a) If on the date you complete and execute the Form, you do not already subscribe for the Services, we will provide you with a temporary user name and, under separate cover, a temporary password, which you will be required to use the first time you access the Site and use the Services. After you receive your temporary user name and password, you agree to promptly convert them to a permanent user name and password. (If you activate your account(s) and consent to this Agreement by means of Online Consent, you will not receive a temporary user name or password.) You understand that you will be unable to use the Services without a permanent user name and password. If on the date you complete and execute the Form (or give Online Consent if permitted by us), you subscribe only for the Service and wish to begin using the Online Trading system, you may continue to use the permanent username selected by you, but to use the Online Trading system you must complete the Client Services and Trading Agreement (Form 5628) and be enabled by your Advisor for the Online Trading system. All user names and passwords will be designated collectively as "User Codes" for the remainder of this Agreement.

b) Clients with accounts domiciled in the United States ("Domestic Accounts"): You agree to be responsible for the confidentiality of your User Codes and not to provide them to any third party. You understand and agree that your User Codes may be used only by you and may not be disclosed or provided by you to any other person, including any other person who is named as an owner of your account(s). Such other owners of your domestic accounts or persons to whom you or such other owner has given trading or other transactional authority shall create a separate username and password to access such account(s) as we shall direct.

c) Clients with accounts domiciled outside the United States ("International Clients"): You agree to be responsible for the confidentiality of your User Codes and not to provide them to any other person or third party, other than owners of accounts within your Statement Consolidation, as described below, solely for the purpose of permitting such owner in your Statement Consolidation to access information concerning your Consolidated account(s) but not for effecting securities transactions through the Online Trading system.

d) You agree to be responsible for all statements made and acts or omissions that occur if and while your User Codes are being used by you and/or other persons. We are not responsible for any breach of security caused by your failure and/or the failure of other persons to maintain the confidentiality of your User Codes. You agree to notify us immediately in the event of loss or theft of any or all of your User Codes, or if you believe the confidentiality of any or all of your User Codes has been compromised in any way, or in the event you learn about a possible or actual unauthorized use of the Services or the Trading System. You agree that we will not be liable for any claims or losses incurred if you fail to notify us of the occurrence of any of these events. In the event your User Codes are lost or stolen, you agree to obtain promptly temporary User Codes from us and to convert them promptly to permanent User Codes. You understand that we reserve the right to revoke any or all of your User Codes at any time and for any reason without prior notice.

5) CONSOLIDATED ACCOUNTS

a) If you have selected to consolidate your accounts for online viewing and consolidated delivery purposes with other Owners or if your client statements are mailed to you in one envelope with those of other Owners ("Statement Consolidation") then you and others in the Statement Consolidation group are able to view all such accounts (yours and theirs) online through the Service as a consolidated group and in print as applicable. By consolidating your statements you authorize and consent to the display of your personal and financial Information to others in your Statement Consolidation

group. For purposes of clarity, if you receive your account statement and *your* IRA statement in the same envelope, but your spouse's IRA statement is mailed in a separate envelope, initially you will be able to view your account and your IRA only. With your spouse's permission, you may add his/her IRA account to your Statement Consolidation group and you and your spouse as well as all other account Owners in the Statement Consolidation group can access and view each others statement and related Information.

b) The accounts in the Statement Consolidation group will be linked to the client account number entered in the Account Information section of the Application accompanying this Agreement and will be consolidated both for online viewing purposes and in the same envelope for statement mailings. Please note that account owners'/ authorized parties' signatures are required below and that co-owners' signatures are required for Joint Accounts.

c) If you have designated on the Form that accounts owned by persons other than you may be added to the Statement Consolidation group with account(s) that you own, and such other persons have agreed to such Statement Consolidation, a sub-user identification ("Sub-User ID") code can be assigned through the Site for each person whose account has been consolidated with your account(s). The Sub-User ID may be used by such persons to gain access to any information concerning account(s) in the Statement Consolidation, but in no event may the Sub-User ID be used by such persons for the purpose of effecting securities transactions through the Online Trading system. All restrictions applicable to User Codes described in this Agreement also apply to Sub-Users. Creation of a Sub-User ID does not prohibit each Owner of a domestic account or persons with discretionary trading authority from creating a separate Username to access their account(s) as described in this Agreement.

6) YOUR COMMUNICATIONS MAY BE RECORDED ELECTRONICALLY

In connection with your use of the Services, you acknowledge and consent to the taping or any form of electronic recording of any communication, electronic or verbal, between you and us or our representatives or agents to the extent permitted by law. You acknowledge and consent to the recording, retention, monitoring and use by us (and our employees, representatives, affiliates and agents) of all instructions you give to us, all Site E-mail and non-Site E-mail messages you send to us or receive from us, and all information and data that you input or provide during your use of the Services, including without limitation, all selections and uses of calculators and other tools included therein. The foregoing information may be used by us pursuant to the confidentiality provisions set forth in this Agreement.

7) STANDARDS FOR COMMUNICATING ELECTRONICALLY

a) You agree not to use Site E-mail or non-Site E-mail for the following purposes: (i) placing orders to purchase or sell a security or to transfer funds, (ii) using Site E-Mail to transmit personal credit information (including credit card numbers), or (iii) give instructions to change or confirm your User Codes, (iv) giving notice of change of address, and (v) giving us any time sensitive instructions. We will not be required to act upon any such communication, makes no guarantee of fulfillment of such requests and will not be liable for any losses resulting from failure to so act.

b) You agree to use only an authorized communication facility ("Authorized Communication") as instructed by us when and if made available by us, through the Site or otherwise for specific service or administrative requests (such as but not limited to a change of address or time-sensitive instructions).

c) You agree to provide us with your non-Site e-mail address (and any changes to such address) so that we may if necessary communicate with you electronically. There can be no certainty that any Site E-mail or non-Site E-mail will be transmitted to you in a timely manner.

8) PROPERTY RIGHTS IN THE SITE, INFORMATION AND THE SERVICES

a) The Services and any Information provided through the Services, are being provided by us only for your personal, non-commercial use. You may download the Information to the Computer and print out a hard copy for your personal reference, provided that you agree not to remove any copyright or other notices contained therein. You agree that any ideas, concepts, comments, suggestions, techniques or know-how (collectively, "Submissions") you submit to us about the Site becomes our exclusive property. You also agree that we may use such Submissions for our own commercial benefit without being required to compensate you, and you hereby irrevocably transfer and assign to us any copyright or other rights you may have in the Submissions.

b) The Services and the Information are our property or that of other persons or entities that allow us to distribute their information or data ("Information Providers"), and are

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, or commercially exploit such Information or any of the Services provided in any manner (including electronic, print or other media now known or hereafter developed) without our written consent. You also agree not to use the Information or Services for any unlawful purpose, and you shall comply with any request by us or any of the Information Providers to protect their respective rights in the Information or the Services. The provisions of this section will survive termination of this Agreement.

9) INFORMATION ON THE SITE IS SUBJECT TO CHANGE

The accuracy, completeness, sequencing or timeliness of Information is not guaranteed by us or any Information Provider and is subject to change. The information and materials on the Site might contain typographical errors or inaccuracies. We reserve the right, in our sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on this Site and to suspend and/or deny access to this Site for scheduled or unscheduled maintenance, upgrades, improvements or corrections. We may discontinue or change any product or service described in or offered on this Web site at any time. Dated Information or other dated material contained on the Site reflects the authors' analysis as of the published date. Neither we nor any Information Provider are under an obligation to update the Information or other material or to reflect circumstances that may occur after the earlier of the date first appearing on the Site or the date contained in the Information or other materials.

10) LINKING FROM THE SITE TO OTHER WEB-SITES

In the event you use the Services or the links included on the Site to gain access to a site or Internet location or source of information of any company, organization or person other than us, you acknowledge that such other sites or locations are not under our control and agree that we shall not be responsible for any information or other links found at any such site or Internet location or source of information, or for your use of such information. We provide such links only as a convenience to you, and have not tested any software or verified any information found at such sites, including the content of any prospectus or sales literature contained on such sites (except with respect to a prospectus or sales literature prepared by us). The fact that we have provided a link to another site does not signify an endorsement of the site or its contents by us or constitute a recommendation by us of any security referenced on the site.

11) THE SITE MAY NOT BE USED FOR CERTAIN PURPOSES

a) 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, copyrighted material, material that is defamatory, threatening or obscene, material protected by trademark, trade secret, or patent laws, or material that results in an invasion of privacy.

b) We do not provide tax or legal advice. You understand and agree that materials and any tax-related statements are not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Tax-related statements, if any, may have been written in connection with the "promotion or marketing" of the transaction(s) or matters(s) addressed by such materials, to the extent allowed by applicable law. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

c) Unauthorized use of the Site and systems, including, but not limited to, unauthorized entry into our systems, misuse of passwords or misuse of any other information, is strictly prohibited. You may not use this Site in any manner that could damage, disable, overburden, or impair any of our site(s) or service(s) or interfere with any other party's use and enjoyment of any of our site(s) or service(s). You may not attempt to gain unauthorized access to any of our site(s) or service(s), computer systems or networks connected to any of our site(s) or service(s), through hacking, password mining or any other means. You agree that you will not engage in any activities related to this Site that are contrary to applicable laws or regulations.

d) The provisions of this Paragraph will survive termination of this Agreement.

12) NO WARRANTIES OR PROMISES TO YOU REGARDING THE FOLLOWING:

a) Completeness, Accuracy and Timeliness of Information: We do not guarantee the accuracy, completeness, sequence or timeliness of the Information, nor will we have any responsibility for indirect, consequential, or special damages you may incur (i) for any reliance by you on Information or for the reliability, accuracy, completeness,

sequence or timeliness thereof, (ii) for any delays or errors in the transmission or delivery of any part of the Information or Services, , or (iii) for any use of Site E-mail or non-Site E-mail.

b) Timeliness of Price Quotations on the Site: If you use the Services, any quotations or prices provided as part of the Services may be delayed and may not reflect the prices at which the applicable securities may be bought or sold. You should not make any decisions to buy or sell securities based on such quotations or prices.

c) Continuation of the Services: We do not guarantee that we will continue to make the Information, the Services available to you, whether by the same methods currently used or otherwise. You agree not to hold us liable for any damages arising from a discontinuation or modification of all or part of the Services or the Information.

d) Computer Viruses: We shall not be liable for any harm caused by the transmission through the Services or Information, 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 operation of the Services or any of your Software, Hardware, data or property.

e) Information and Software of Third Parties: We make no representation and assume no liability regarding the quality, accuracy, or suitability of any information or software found on any other site not under our control, or software or hardware developed by any third party that we distribute to you.

f) The provisions of this Paragraph will survive termination of this Agreement.

13) LIMITATIONS OF LIABILITY

a) Except as expressly set forth in this Agreement, we, and our agents, as well as the Information Providers, hereby expressly disclaim all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, and error-free and uninterrupted services and disclaim any liability predicated upon such warranties. We and our Information Providers do not guaranty or make any representations or warranties or assume any liability to you regarding (i) the use or the results of the use of the Services or the Information, including without limitation any financial results based on use of the Services, Online Trading or Information or any delay or loss of use of the Services, or (ii) effects on or damages to Software and Hardware in connection with any use of the Site or Services.

b) Neither we nor our affiliates and agents, as well as the Information Providers, shall be liable for any losses or damages incurred by you or by any person to whom a Sub-User ID has been assigned, or by any of your agents, related in any way to your use (or their use) of the Services or Information, and in any case our liability to you shall not exceed the fees and commissions you pay to utilize them. Except as otherwise provided by law, we will have no liability for losses caused by the negligence, actions or failure to act of the Internet Service Provider or any Information Provider, and to the extent permitted by law, we will not be liable to you for any indirect, special, incidental or consequential damages (regardless of whether such damages were reasonably foreseeable), or for any loss that results from a cause over which we or any other such entity do 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," whether or not such cause was reasonably foreseeable.

c) The provisions of this Paragraph will survive termination of this Agreement.

14) CONFIDENTIALITY OF PERSONAL INFORMATION

We will use reasonable precautions to maintain the confidentiality of Information you receive and material and/or data ("Data") you provide, create, input or develop in connection with your use of the Services. Nonetheless, because such Data you send or Information you receive are provided through the Internet, you hereby acknowledge and agree that there can be no assurance that such transmissions, or any communication through either Site E-mail or any non-Site E-mail, will continue to be confidential. We may also permit information about your account(s) to be disclosed under the circumstances described in this Agreement. In addition, you acknowledge and agree that we may disclose your name and other personal and financial information about you to our employees, representatives, officers, agents, and affiliates, as well as a governmental entity or self-regulatory authority, an Internet Service Provider or any other third party agent or service provider: (a) for any purpose related to offering, providing, administering or maintaining the Services, (b) to comply with applicable rules, orders, subpoenas or other legal process, or (c) for any other purpose described in our privacy notices, online privacy statements, disclosures and documents regarding your privacy and the confidentiality of personal Information as applicable to you as amended from

time to time. You acknowledge receiving at least one of these documents. The provisions of this Paragraph will survive termination of this Agreement.

15) NEW YORK LAW GOVERNS THIS AGREEMENT

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 New York without giving effect to such State's conflicts of law rules. The statute of limitation applicable to any claim shall be that which would be applied by the courts of the state in which you reside. The provisions of this Paragraph will survive termination of this Agreement.

16) FEES FOR THE SERVICES

a) We may, at our sole discretion, charge fees for the Services. We may also waive any fee at our discretion. If we elect to charge such fees, they will be displayed on the Site and will also be available from your Advisor. The fees that we may charge will not include any fees separately imposed by the Internet Service Provider or other telecommunications service provider. Fees for the Services may be charged monthly and will begin to be paid in the first full month in which you activate your account, except that we may elect at its discretion to delay the month in which fees will begin to be paid. Once you have activated your account, we may charge you fees whether or not you use the Services. If we elect to charge fees, they will be deducted from the account you have designated on the Form ("Designated Account"). If the Designated Account is an Individual Retirement Account, payment of such fees may be deemed a taxable event and may be subject to an additional tax if you are under age 59 1/2 and not disabled. If we elect to charge fees, we may change or add fees for the Services by giving you prior notice in writing or by notice through the Site. The provisions of this Paragraph will survive termination of this Agreement.

17) RESPONSIBILITY FOR TAXES

You agree to pay if and when due all federal, state and local taxes applicable to your subscription to, use or receipt of the Services.

18) THIS AGREEMENT, AND THE SERVICES, MAY BE TERMINATED AT ANY TIME

a) This Agreement, and the Services, may be terminated without penalty by us at any time and for any reason without prior notice to you.

b) If this Agreement is terminated, you authorize us to deduct any applicable fees for use of the Services from your billing account for the period through the end of the month in which this Agreement is terminated. Certain Paragraphs or sections thereof in this Agreement will survive termination of this Agreement as noted in such Paragraph or section.

19) WHEN THIS AGREEMENT CAN BE ASSIGNED

a) This Agreement and your rights and obligations hereunder may not be assigned by you without our written permission, shall inure to the benefit of our successors and assigns whether by merger, consolidation or otherwise, and shall be binding upon your executors, administrators, heirs, successors and permitted assigns. We may assign this Agreement or any of its rights or obligations under this Agreement to a company affiliated with us or to any successor company (whether by merger, consolidation or otherwise), or to any other person or entity at any time without your consent.

b) You may not sell or distribute commercially the Information or the Services.

20) AMENDMENT, MODIFICATION AND WAIVER OF THIS AGREEMENT

a) This Agreement is in addition to, and does not nullify, any other agreement, including amendments to any such agreement (collectively, "Client Agreement"), that you have signed or otherwise agreed to governing your relationship with us. This Agreement is the entire understanding of the parties and supersedes all previous agreements and understandings, whether written or oral, between you and us concerning your use of the Information, and Services. Termination of this Agreement will not result in the termination of the Client Agreement, the terms of which will continue to be in full force and effect.

b) Except as herein provided, no waiver, modification or amendment of any provision of this Agreement will be effective against us unless the same is in writing and signed by an authorized official of ours. We may modify these terms and conditions at any time upon prior written notice or by notice through the Site. You agree that if you use the Services after such notification of changes in this Agreement, you will be bound by all such changes. At the time of such modification, you will have the opportunity to reject such modification by e-mail or written notice to us, which rejection shall constitute a termination of this Agreement and of your rights to access and use the Site, the Services, and the Information. Should any term or provision of this Agreement be held to be invalid or unenforceable by any court of competent jurisdiction or by a governmental agency or self-regulatory authority, or subsequently become invalid and

unenforceable as a result of a change in applicable law, the remaining terms and provisions shall continue in full force and effect.

c) Our failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part 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 us in this Agreement are cumulative and not exclusive of any other rights or remedies which we otherwise have at law or equity.

21) INDEMNIFICATION

You hereby agree to indemnify and us hold harmless (and our directors, officers, employees, control persons, vendors, licensors and agents), and any Internet Service Provider and Information Provider, from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to your breach of your agreements, representations and warranties contained in this Agreement, or the use of the Site, the Services, and the Information by you, by other persons to whom you have provided your User Codes pursuant to the provisions set forth in this Agreement, and by persons who have been assigned a Sub-User ID. This indemnification shall be binding upon you and your executors, administrators, heirs, successors and permitted assigns. The provisions of this Paragraph will survive termination of this Agreement.

22) AGREEMENT TO ARBITRATE

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

- 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.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- 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 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.

You agree that all claims or controversies, whether such claims or controversies arose prior, on or subsequent to the date hereof, between you and us and/or any of our present or former officers, directors, or employees concerning or arising

from (i) any account maintained by you with us individually or jointly with others in any capacity; (ii) any transaction involving us or any predecessor firms by merger, acquisition or other business combination and you, whether or not such transaction occurred in such account or accounts; or (iii) the construction, performance or breach of this or any other agreement between you and us, any duty arising from your business with us or otherwise, shall be determined by arbitration before, and only before, any self-regulatory organization or exchange of which we are a member. You may elect which of these arbitration forums shall hear the matter by sending a registered letter or telegram addressed to Citigroup Global Markets Inc. at 2 Court Square, 6th Floor, Long Island City, New York 11120, Attn: Law Department. If you fail to make such election before the expiration of five (5) days after receipt of a written request from us to make such election, we shall have the right to choose the forum.

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 who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

The provisions of this Paragraph will survive termination of this Agreement.

23) CERTAIN ENTITIES HAVE RIGHTS UNDER THIS AGREEMENT EVEN THOUGH THEY ARE NOT PARTIES

Permission is required from each of the national securities exchanges and the national securities association for the over-the-counter securities markets ("Securities Markets") to make available to you market data relating to securities ("Affected Securities") that are listed on such Securities Markets. In connection with obtaining such permission, you understand and agree that this Agreement confers third-party beneficiary status on each of the Securities Markets that make available market data relating to Affected Securities. In authorizing us to take any action, or to receive any communication, this Agreement authorizes us to act on our own behalf and on behalf of the Securities Markets. Each Securities Market may enforce this Agreement as to market data that it makes available, by legal proceeding or otherwise, against you or any person that obtains and uses market data improperly, unlawfully, or in any other way that this Agreement does not permit. No act or omission on our part and no other defense that might defeat recovery by us against you shall affect the rights of the Securities Markets as third-party beneficiaries under this Agreement. The provisions of this Paragraph will survive termination of this Agreement.