

ADDENDUM TO THE CUSTOMER AGREEMENT FOR INTRODUCED PRIME BROKERAGE SERVICES

This addendum agreement ("Addendum") sets forth the terms and conditions under which _____ ("Introducing Broker") engages Ridge Clearing & Outsourcing Solutions, Inc. ("Prime Broker") to provide prime brokerage services, on behalf of Introducing Broker, to _____, Introducing Broker's customer ("Customer").

1. Customer agrees that this Addendum shall be in addition to the Account Application and Agreement, Prime Broker Margin Account Agreement, and any other credit or trading agreement signed by Customer with the Introducing Broker or Prime Broker (collectively, the "Customer Agreement") regarding Customer's account with Introducing Broker (the "Account"). In the event of an inconsistency between the terms of this Addendum and the Customer Agreement, the terms of this Addendum shall supersede the inconsistent term(s) of the Customer Agreement.
2. The prime brokerage services hereunder shall be provided in compliance with the no-action letter dated January 25, 1994 issued by the Division of Market Regulation of the Securities and Exchange Commission and any supplements and amendments thereto (the "No-Action Letter"). Customer represents and warrants that it is currently in compliance, and during the term of this Addendum will remain in compliance, with all applicable requirements of the No-Action Letter, including, in particular, the requirement that Customer enter into a prime brokerage agreement with each executing broker through whom Customer executes prime brokerage transactions.
3. Introducing Broker hereby acknowledges and agrees that the Customer is a "Customer" of Introducing Broker and that the Account described herein shall constitute an "Account," in each case, for all purposes of the Fully Disclosed Clearing Agreement between Introducing Broker and Prime Broker ("the Clearing Agreement"), and that the Clearing Agreement shall cover the prime brokerage transactions contemplated by this Addendum, and that, accordingly, Introducing Broker and Prime Broker shall be subject to, and afforded the protections of, the Clearing Agreement with respect to such prime brokerage transactions.
4. Customer understands and agrees that Introducing Broker remains responsible for opening, documenting, and overseeing the Account, for "know your customer" and suitability obligations, and for providing the necessary supervision of Customer's account representative, all pursuant to the attached Rule 382 letter. Nothing contained in this Addendum shall be deemed to require Prime Broker to oversee, supervise or otherwise monitor the Account for the suitability of Customer's trading decisions or the activities of Customer's account representative.
5. Customer, directly or through its authorized investment advisor, has instructed certain executing broker(s) ("Executing Broker(s)") to submit Customer's purchases and sales of securities to Prime Broker for clearance and settlement.
6. Prior to the commencement of any prime brokerage activity, Prime Broker will have entered into an agreement with Customer's Executing Broker(s) (which shall include Form I to Schedule A in the form attached hereto) setting forth the terms and conditions under which Customer's Executing Broker(s) will be authorized to accept orders from Customer or its authorized investment advisor for settlement by Prime Broker. Prime Broker will, in accordance with the terms and conditions of this Addendum, accept for clearance and settlement trades executed on Customer's behalf by such Executing Broker(s)

as customer may designate from time to time. By the morning of the next business day after trade date, the Customer will provide trade information to the Introducing Broker and the Introducing Broker will immediately forward that information to the Prime Broker. On the same day, based upon that information, the Prime Broker, on behalf of Introducing Broker, will send Customer a notification of each trade Customer placed with Customer's Executing Broker(s). This notification contains some but not all of the information required to appear in a confirmation. If Prime Broker requires additional trade information, the Introducing Broker will attempt to obtain the information from the Customer. Customer authorizes Prime Broker to send the Customer's name and all applicable account information to Executing Broker(s) upon request. Prime Broker will update Schedules A consistent with addition and deletion advice received from Prime Broker on Customer's behalf.

7. Prime Broker shall be responsible for settling trades executed on Customer's behalf by Customer's Executing Broker(s) and reported to Prime Broker by the Introducing Broker and Customer's Executing Broker(s) provided that Prime Broker has affirmed such trades. In the event that, by no later than the close of business on trade date plus one business day, Prime Broker disaffirms or indicates that it does not know ("DK") a trade, Prime Broker shall not accept settlement responsibility and, therefore, shall instead, on behalf of Introducing Broker, send Customer a cancellation notification to offset the trade notification sent to Customer under Paragraph 6 of this Addendum. Customer shall be considered to be a customer of Executing Broker(s) for the purposes of settling such trade. In the event Prime Broker disaffirms or DKs a trade, Customer authorizes Prime Broker to send a notice of disaffirmance and any related account information to Executing Broker(s). Prime Broker shall not be responsible for the clearance and settlement of transactions that it disaffirms. Rather, Customer, alone, shall be responsible and liable to the Executing Broker(s) for the clearance and settlement of such transactions.

8. Customer shall maintain in the Account a minimum net liquidating equity as Prime Broker in its sole discretion may require, but in no event less than the amount required by the No-Action Letter. In the event Customer's net equity falls below the required minimum and Customer fails to restore the net equity to the required minimum in a timely fashion, Prime Broker will: (a) notify Executing Broker(s) with whom it has a prime broker agreement for the Account that Prime Broker is no longer acting as Customer's prime broker; and (b) indicate that Prime Broker does not know ("DK") any prime brokerage transactions commenced for Customer on the day after Prime Broker sent such notification. Prime Broker will notify Customer in the event Prime Broker provides such notices to Executing Broker(s).

9. If Executing Broker(s) has been instructed to send confirmations to Customer in care of Prime Broker, the confirmation sent by such Executing Broker shall be available to Customer promptly from Prime Broker upon request by Customer at no additional charge. The parties acknowledge that providing such an instruction is not a condition to entering into this Agreement, nor shall Customer be charged differential fees or otherwise receive incentives for providing such an instruction.

10. Customer hereby acknowledges that if the Account is managed on a discretionary basis, Customer's prime brokerage transactions may be aggregated with those of other accounts of Customer's investment advisor, according to the investment advisor's instructions, for execution by Customer's Executing Broker(s) in a single bulk trade and for settlement in bulk by Prime Broker. In the event any trade is disaffirmed, as soon as practicable thereafter, Prime Broker shall supply Customer's Executing Broker with the allocation of the bulk trade, based upon information provided by Customer's investment advisor.

11. Prime Broker, on behalf of the Introducing Broker, will issue to Customer a statement of account at least on a monthly basis. The statement will include all transactions that have occurred during the statement period and the resultant security positions and money balances.

12. Customer understands that Customer shall be responsible and liable to Prime Broker for any losses arising out of or incurred in connection with Prime Broker's agreement to settle Customer's trades, including, but not limited to, the following events: a) the filing of a petition in bankruptcy by or against Executing Broker, or the appointment of a receiver; b) the termination of Executing Broker's registration and the cessation of business by it as a broker-dealer; or c) Executing Broker's failure, inability or refusal, for any reason whatsoever, to settle a trade.

13. Prime Broker clears and settles trades executed by Customer's Executing Broker(s). Customer agrees that Executing Broker and its employees are third-party beneficiaries of this Addendum, and that the terms and conditions hereof shall be applicable to all matters between or among Customer, Executing Broker and its employees and Prime Broker and its employees.

14. This Addendum may be terminated by any party hereto upon three days' prior written notice. Any such termination shall not affect Customer's liabilities and obligations to Prime Broker with respect to transactions executed prior to such termination.

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

- (a) All parties to the 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.
- (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (d) The arbitrators do not have to explain the reason (s) for their award.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (f) 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.
- (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

The undersigned all agree that all controversies which may arise between or among us, including but not limited to those involving any transaction, or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on, or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the Financial Industry Regulatory Authority, Inc. ("FINRA") and in accordance with its rules then in force. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction.

Class-action matters are excluded from arbitration proceedings conducted by FINRA. Therefore, it is further agreed that the parties to this agreement shall not bring a putative or certified class action to

arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; 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 right under this agreement except to the extent stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum, which is acknowledged to contain a pre-dispute arbitration clause, to be duly executed and delivered as of the date set forth below.

By signing this Addendum, the Customer also acknowledges that

1. The Customer has read and received a copy of this Addendum; and
2. **This Addendum contains a pre-dispute arbitration clause at Paragraph 15 of this Addendum.**

_____ Printed Name of Customer _____ Customer Signature

Account Number _____

Date _____

Acknowledged and Agreed by _____, as Customer's Introducing Broker

By: _____

Name:

Title:

Date:

Accepted by RIDGE CLEARING & OUTSOURCING SOLUTIONS, INC., as Prime Broker

By: _____

Name:

Title:

Date: