

Cash Management Account Agreement

THIS IS A DESCRIPTION OF YOUR ACCOUNT PROGRAM ("PROGRAM"). PLEASE READ IT CAREFULLY AND RETAIN IT FOR YOUR RECORDS.

This Cash Management Account Agreement includes the terms and conditions for the Program being offered in connection with your securities, custodial or other financial services account ("Base Account") you hold at a broker-dealer, bank or other financial services provider ("Provider") as defined more fully below.

The Program is offered by your Provider. Reich & Tang Deposit Solutions, LLC ("Reich & Tang") is responsible for operating certain aspects of the Program, and has engaged UMB Bank, N.A. to provide certain services with respect to checking and Visa® Check Card services. You are entering into this agreement with your Provider and Reich & Tang for all services hereunder, and with UMB Bank, N.A. for checking and Visa Check Card services only. The Program is designed to provide integrated financial services and includes the issuance to you of a Visa Check Card and/or checking services. As described below, the Program operates in conjunction with the automatic investment or "sweep" service component of your Base Account, pursuant to which available cash balances in your Base Account are automatically swept, on a periodic basis, into one or more interest-bearing deposit accounts or money market mutual funds.

This Cash Management Account Description and Agreement is part of and incorporated into the Application for the Program (together, the "Agreement"). If you have elected to have your cash balances deposited into one or more bank accounts through the Bank Deposit Program ("BD Program"), you have also received a copy of the Terms and Conditions for the BD Program describing your automatic sweep investment options ("Documents"). The Documents contain additional terms governing your access to your available cash balance and you agree that they are part of this Agreement.

CERTAIN DEFINITIONS. In this Agreement, "you" and "your" mean the person(s) who applied for, and are accepted as participants in the Program. "ATM" means automated teller machine; "Card" means a Visa Check Card, issued either in your name or in the name of your designated user, for use with the Program; "Check" means any draft or check that you use to access balances you hold in your Base Account with the Provider; "Bank" means UMB Bank, N.A., if in regard to checking or Visa Debit Card services. "Deposit Account" means any of a number of interest-bearing deposit accounts into which your available cash balances may be swept; "Business Day" means Monday through Friday, excluding federal holidays; "users" means any person you authorize to use any of your Cards or your Checks, such as by completing a Power of Attorney form; "Provider" means the brokerage, bank or other financial services provider at which you maintain your Base Account and through which you applied and have been accepted to participate in the Program; "we" or "us" means Reich & Tang Deposit Solutions, LLC; "Banking Day" means every day of each week for purposes of imposing limits on the number and amount of cash withdrawals, cash advances, purchases you make or and Authorizations you receive.

PROGRAM SUMMARY. You receive a Visa Check Card and can use special checks to access your Base Account. There may be an annual fee for this account. Card and check transactions are processed by UMB Bank, N.A. The amount of each transaction will be paid, but not necessarily in the order below, in the following manner: (i) by using the available cash in your Base Account (which includes, for this purpose, any free credit balances held in your Base Account, monies that may be withdrawn from any Deposit Accounts linked to your Base Account, and monies that may be withdrawn from any other participating financial product); or (ii) by accessing your available margin, if applicable. Please consult your Provider to determine how these items will be paid and the applicable annual fee for your participation in the Program.

1. PROGRAM PROCEDURES. To participate in the Program, you must first enter into (i) this Cash Management Account Agreement and (ii) the customer account agreement with your Provider, and (iii) be approved by us and your Provider. You authorize your Provider's agent (which may be us) to make the credit inquiries it considers necessary to process your Application, and for any review of, or collection related to, your account. You also authorize disclosure to us and your Provider of the results of these inquiries so that we may process your Application. You consent to your Provider's disclosing information regarding your Base Account to us, our affiliates and to the Bank as necessary in connection with processing Card and Check transactions. You will be furnished Checks and, if applicable, Card(s) in the name(s) you supply. Your Provider will furnish you periodic information concerning your Card and Check transactions and related matters. All inquiries regarding your Card and Check transactions should be made to us.

2. LIABILITY. You agree to pay and will be liable, to the extent permitted by applicable law, for the full amount of any and all Card and Check transactions made by you or a user, and any related financial charges your Provider imposes. You also shall pay the reasonable costs incurred by us or your Provider to collect any unpaid balance due as the result of the use of your Cards or Checks, including reasonable attorneys' fees. If you are two or more persons, each of you jointly and severally will be liable for all amounts owing and will be responsible for complying with this Agreement, and be bound by instructions either of you gives us or your Provider at any time.

3.1. CHECKS; CARDS AND TYPES OF ELECTRONIC FUNDS TRANSACTIONS. Your Card(s) may be used to (i) purchase or lease most goods and services wherever the Card is honored (such transactions are sometimes known as a "point of sale purchase"), (ii) to authorize others to place a hold on your Base Account to assure future payment ("Authorizations"), and (iii) obtain cash withdrawals (or cash advances) from your available cash balance at an ATM or from banks and other financial institutions which honor the Card. You will be asked to sign a sales slip, or similar document, or to give your Card number or other identification. You can get a receipt at the time you make a transfer using your Card, except for transactions you make by telephone, internet or mail; receipts may not be provided for purchases of \$15 or less, or for Card transactions performed outside the United States. Each Check used must be in the form we send you, imprinted with your identification number. Your Checks must be completed and signed in the same way as a regular personal check. The Bank on which your Checks are drawn does not offer you the ability to issue certified Checks. You may authorize a merchant or other payee to make a one-time electronic payment from your available cash balance by using information from your check to pay for purchases or to pay bills. We and your Provider reserve the right to limit the number of Checks you may draw through the Program. In addition to the Bank's right under the law not to pay Checks in some circumstances, we or your Provider may refuse to authorize the Bank to pay a Check if it would cause you to exceed your available cash balance (see section titled "Transaction Limits"), if you do not keep all your promises under this Agreement or if otherwise deemed appropriate under the circumstances. When you use an ATM not owned by the issuing bank, you may be charged a fee by the ATM operator or any network used. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

PLEASE NOTE THAT ANY USE OF CARDS OR CHECKS UNDER THE PROGRAM MEANS THAT YOU AGREE TO BE LEGALLY BOUND BY THIS CASH MANAGEMENT ACCOUNT AGREEMENT.

3.2. STOP PAYMENTS. If you do not want the Bank to pay a Check you have written, you may request a stop payment order on the Check. You must notify us orally or by mail before the Bank has become responsible for paying the Check. You must notify us of a stop payment and not the Bank. The stop payment order will remain in effect for six (6) months. We have a reasonable period of time to put your stop payment order in effect. See section entitled **ADDRESS AND PHONE NUMBER** for the address and phone number to be used to notify us of a stop payment request. Your stop payment order must include the following information: the account number, the check number, the date and amount of the check, and the name of the payee. We assume no liability for failure to stop payment on a Check if any of the required information is incorrect or incomplete. There may be a service charge for every stop payment order received. If there is more than one Account owner, we will accept a stop payment order from any owner, even if that owner did not sign the Check. If we honor your stop payment order on a Check, you agree that you will hold us and the Bank harmless for all expenses any of us incurs on account of the stop payment order. You agree that if, contrary to the stop payment order, payment is nevertheless made through inadvertence, accident or oversight, our liability will be limited to the amount of actual loss sustained up to the amount of the Check, and neither we nor the Bank will be liable to you with respect to other items drawn by you which are returned because of the improper payment.

3.3. STALE CHECKS. Once a check is 6 months old, the Bank may elect not to pay it. But if there is no stop payment order in effect when the Bank receives the Check for payment, the Bank may also elect to pay it. Normally, the Bank will make this decision without contacting you.

3.4. POSTDATED CHECKS. You agree not to write postdated checks (a check that is dated in the future). Neither we nor the Bank will be liable to you for paying a postdated check prior to its maturity date unless you notify us in the same manner as set forth above with respect to Stop Payments.

3.5. YOUR ROLE IN PREVENTING ACCOUNT FRAUD. You agree to use care in safeguarding your unsigned Checks against theft or unauthorized use. You must tell us immediately if any of your Checks are missing or stolen. If you use a facsimile signature, stamp or other device for your signature, you are responsible for maintaining security over the device. Any signature made on a Check using the device will be effective as your signature, regardless of whether the person affixing it was authorized to do so. If you voluntarily provide information about your account, such as your account number and the Bank's routing and transit number, to any person in connection with your purchase of goods or services or to a person who is trying to collect a payment from you, any debit to your account initiated by that person will, as between you and us or the Bank, be deemed to be authorized by you. **YOU MUST REPORT ANY**

CLAIM OF FORGERY, ALTERATION OR OTHER IRREGULARITY RESPECT TO CHECKS WRITTEN ON YOUR ACCOUNT AS SOON AS POSSIBLE, BUT IN ANY CASE WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF YOUR ACCOUNT STATEMENT SENT TO YOU BY YOUR PROVIDER. The Provider, Reich & Tang Deposit Solutions, LLC and the Bank shall not be responsible for any claim you fail to report within that time period.

3.6. CONFISCATION OF CARDS. Your card may be retained by any ATM, merchant or participating financial institution if:

- The PIN is entered incorrectly in three consecutive attempts (certain ATMs may limit you to fewer attempts);
- You exceed the limits on dollar amounts and/or frequency of transactions
- Your Card or Personal Identification Number (PIN) is reported lost or stolen
- Your Base Account has been closed
- Your Card expired or was replaced
- The terminal is not operating properly
- There are other legitimate business reasons

4. WITHDRAWALS. You authorize your Provider, us, and the Bank to make payments on your behalf as a result of your use of Cards or Checks, as applicable. In addition, the appropriate, authorized party may initiate a process to (i) redeem Fund shares, (ii) withdraw monies from one or more Deposit Accounts, or (iii) withdraw from any other participating financial product on a daily or other regular basis monies in an amount sufficient to pay for your outstanding Card and Check transactions received for (a) processing transactions (including costs for stop payments and bounced checks) and (b) the payment of the annual fee applicable to the Program. Your Provider (or its appropriate agent) will ensure that the proceeds of each share redemption or withdrawal are credited against those transactions. Additionally, Card and Check transactions, including fees, may be paid by using any cash or margin available, if applicable, in your Base Account. You hereby authorize your Provider to disclose to us or to the Bank or any of our agents information about your Base Account as necessary to process Card and Check transactions. Consult us for details.

5. FEES. Please consult your Broker/Bank for fee details. For example, the following types of fees may apply:

Account Fee	Returned Check
Check Copy	Stop Payment
Non-Collectible Deposit	Visa Receipt Copy
Returned ACH	Visa International Transaction Fee (see further information below)

We and your Provider reserve the right to impose other fees not listed above as may become necessary from time to time, or to change these fees as necessary. If you use any of the services governed by this Agreement after we have provided you with notice of such additional fees or change(s) to the fees listed above, you will be bound by such changed term(s).

6. TRANSACTION LIMITS.

6.1. LIMITS BASED ON YOUR ACCOUNT. Your "Open-to-Buy Value," which is also referred to as your "available cash balance," is a dollar amount that will generally be equal to the sum of your "liquidity value," less the amount of your outstanding Card and Check transactions received for processing, including pending Authorizations. Your "liquidity value" means that amount which your Provider has determined is available to settle your Card and Check transactions based on (i) the amount of cash in your Base Account, if any, (ii) the amount of money in the Deposit Accounts that are linked to your Base Account, and (iii) margin loans, but only to the extent of the available margin collateral value of securities in your Base Account as determined by your Provider. Your Provider may determine that the available margin collateral value for purposes of determining liquidity value and paying Card or Check transactions is an amount less than that which could be used to purchase securities or otherwise be withdrawn from your Base Account. Your Open-to-Buy Value will fluctuate from day to day, since it depends, in part, upon securities prices and the debit balance in your Base Account, and your outstanding Card and Check transactions received for processing, including pending Authorizations. Please confer with your Provider to determine the margin collateral value available to cover Card and Check transactions. You agree not to use, and agree not to permit any user to use, a Card or Check for a transaction in excess of your Open-to-Buy Value. A Card or Check transaction which would exceed your Open-to-Buy Value may be rejected. Your Provider will charge interest on any margin loans made to you, or on your behalf, to settle Card and Check transactions at the same rate it charges for other securities margin loans.

6.2. LIMITS ON DOLLAR AMOUNT OF TRANSACTION. The ATM you use may have limits on the amount of cash that can be received at the machine. These limits may include transactional and daily limits. Unless your Provider has authorized higher limits, there is a \$1,000.00 maximum withdrawal amount for cash withdrawals at ATMs per Banking Day. In addition, unless your Provider has authorized a higher amount, there is a daily cash advance limit of \$2,500.00 per Banking Day (a "cash advance" is conducted by using a Card with a teller at a bank or similar institution). Unless your Provider has authorized a higher amount, there is a \$10,000.00 transaction limit per Banking Day for purchases and Authorizations. There may be other limitations in other agreement(s) between you and your Provider. In addition, if amounts available in your Base Account (including your Open-to-Buy Value) are lower, then your limits will be lower than those set forth herein. Dollar limits on transactions outside the U.S. may be different.

6.3. LIMITS ON FREQUENCY OF TRANSACTIONS. In addition to the dollar amount limits, we and your Provider each reserves the right to impose a limit on the number of transactions that can be made on any Banking Day. For the purposes of maintaining security, the limits are not disclosed, except that you will be allowed to make at least five Transactions on any Banking Day under normal conditions.

7. JOINT APPLICATIONS. If a joint Application, you agree that this application is made by each of you who has signed this form. If the Application is approved, you understand that its terms will apply to each of you and you will be jointly and individually liable for any amounts due from you at any time. You understand that you will be bound by instructions any of you give regarding your Cards and Checks.

8. USERS. You agree to pay for transactions made by any user, or any other type of charge which may lawfully apply. If you desire to terminate a user, who was previously indicated as such by you to us, you must notify us of your intention in writing. If the user has a Card, you must return the Card with your written notice. If you do not return the user's Card in this situation, it may be necessary for new Cards to be issued to you and there may be a period during which you will be unable to use your Card privileges.

9. CARD AND CHECK RIGHTS. Your Checks and, if applicable, Cards will be provided to you at such times as we determine. You will also be provided order forms on which to indicate when you need a new supply of Checks. All Cards remain the property of the issuing Bank and may be cancelled by us or the issuing Bank at any time, without prior notice to you. However, you will be provided notice of any cancellation. You agree to destroy or surrender any Cards and unused Checks immediately upon request from us, the Provider or the Bank at any time. When you use your Card, the charge or reduction to your available cash balance occurs immediately and you have no right to stop payment on any Card transaction.

10. PREAUTHORIZED ELECTRONIC FUND TRANSFERS. If you have arranged to have direct deposits made to your Base Account at least once every 60 days from the same person or company, you can call us at 800-433-1918 to find out whether or not the deposit has been made. If you have arranged for regular payments to be made from your Base Account that may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. Please consult with the person you are going to pay regarding any such notices. If you have told us in advance to make regular payments out of your Base Account, you can stop any of these payments. Here's how:

Call us at 800-433-1918, or write us at Reich & Tang Deposit Solutions, LLC, 1411 Broadway, 28th floor, New York, NY 10018, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made.

If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. There may be a charge for each stop-payment order you give.

If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages. We are not liable for any indirect or consequential damages.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions.

Cash Management Account Agreement continued

10. PREAUTHORIZED ELECTRONIC FUND TRANSFERS (CONTINUED)

We will not be liable, for instance:

- (i) If, through no fault of ours, the transfer would exceed your available cash balance.
- (ii) If the ATM or other device you use for making the transfer does not have enough cash or was unable to process the transaction.
- (iii) If the Card, terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (iv) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (v) Your Base Account was frozen (for example, because of a court order or other similar reason) and we or another party was therefore not permitted to make the transaction.
- (vi) You failed to enter my correct personal identification number (PIN) within the maximum number of permitted attempts.
- (vii) You failed to use the ATM, other device, Card or computer system in accordance with instructions.
- (viii) The Bank refuses to process the transaction for security reasons.
- (ix) There may be other exceptions stated in the Documents.

We, your Provider and the Bank are not liable for any indirect or consequential damages. With respect to any Electronic Funds Transfers, we and the Bank are responsible for following your Provider's instructions.

11. UNAUTHORIZED USE OF CARD OR CHECK INFORMATION, AND LOST OR STOLEN CARDS. You may be liable for the unauthorized use of your Card. You may lose all the money in your Base Account (plus the maximum amount available through your margin account associated with your Base Account). If your Card or personal identification number (PIN) is lost or stolen, notify us immediately by calling 800-433-1918 inside the U.S., or 212-830-5346 collect, outside of the U.S., 24 hours/7 days a week or writing to Reich & Tang Deposit Solutions, LLC at 1411 Broadway, 28th Floor, New York NY 10018-3450. Telephoning is the best way of keeping your possible losses down. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Check without your permission. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. Your liability will not exceed \$50 if we are notified within 2 Business Days. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows electronic transfers that you did not make, you must inform us promptly. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from providing notice to us within the specified time periods, we will extend these time periods by a reasonable amount of time.

The liability limits set forth in above reflect the limits of your liability under Federal or other applicable law and regulations. In general, however, you will have no liability for unauthorized transactions unless you fail to satisfy the requirements set forth in the following sentence and we notify you of that fact. You must have reported the loss or theft of your Card to the Issuer in a reasonably prompt manner, and you must not have been grossly negligent or acted fraudulently in handling Card or Card account. If we reasonably determine, based on substantial evidence, that you were grossly negligent in the handling of your Card or Card account, such as by filing an excessively late claim, or acted fraudulently in the handling of your Card or Card account, you may be liable for those transactions that occurred prior to your notification as provided under Federal or other applicable law and regulations and as outlined above in these disclosures.

If any Network Rules are changed as they affect your liability, those changes will become applicable to your Transactions under this Agreement upon notice to you as provided by law.

12. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

Telephone us at 800-433-1918 or write us at Reich & Tang Deposit Solutions, LLC., 1411 Broadway, 28th floor, New York, NY 10018-3450, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (i) Tell us your name and account number.
- (ii) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (iii) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We normally will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts (those opened for 30 calendar days or less), point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

13. STATEMENTS. You will get a monthly account statement from your Provider (unless there are no transfers in a particular month). In any case, you will get the statement at least quarterly. Your statements will include, as applicable, the following information for transactions using Cards or Checks: the amount location, transaction date, posting date, and merchant name (when available). Transactions from your account may appear on the day after the Business Day on which the transaction took place. Unless your account is held directly with us, we will not send you a statement. UMB Bank, N.A. will not send you a separate statement. Checks will not be returned to you in the normal course. A service charge may be imposed for providing you with a copy of a Check.

14.1. TERMINATION OF PRIVILEGES. We or the Provider may cancel your privileges under the Program if you do not comply with the terms and conditions of this Agreement, or if there are any false or misleading statements on your Program application, if you (or any of you, if you are two or more persons) die or file for bankruptcy, or if we determine that such cancellation is in our or the Program's best interests. In any case, notice of cancellation and any payment requirement will be sent to you.

You may cancel your Program privileges at any time by writing to us or the Provider. If your Program privileges are cancelled, you will still have to pay all your unpaid Card and Check transactions. And if you should use a Card or Check after your Program privileges are cancelled, you (including each of you, if you are two or more persons) will be liable for those transactions as well.

14.2. IMPERMISSIBLE USES. You may not use the Checks or the Card to purchase securities, for Internet gambling, or for any illegal activities.

15. ADDRESSES AND PHONE NUMBER. Any notice or billing furnished to you will be sent to your latest address shown on our records. Any written notice you want to give to us must be sent to:

Reich & Tang Deposit Solutions, LLC.
Attn: Client Services
1411 Broadway, 28th floor
New York, NY 10018-3450

or to such other address as you may be advised in writing. Written notices to your Provider should be sent to the address already provided to you by your Provider.

Phone number: 800-433-1918

16. RECORDING CONVERSATIONS AND MONITORING ELECTRONIC COMMUNICATIONS. For the parties' mutual protection, you understand, agree, and expressly consent to the recording of your telephone conversations with us, and/or UMB Bank, N.A. by the respective party, and to each such party's monitoring of your electronic communications with them, including without limitation, e-mail and facsimile transmissions.

17. AMENDMENTS. We or the Provider may change the terms of this Agreement at any time by giving you written notice of the change, although you will not always be given notice before the change is effective.

18. APPLICABLE LAW. Any Finance Charge which may be imposed under this Agreement is governed by the National Bank Act and Delaware state law. Use of your Visa Check Card is governed by federal law and regulations, and by Missouri state law, to the extent not inconsistent with federal law. The Waiver of Jury Trial and Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-9 ("FAA"). All other terms and conditions are governed by Missouri state law, except to the extent the Applicant's state law requires that its law governs.

19. CONFIDENTIALITY/DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. We will disclose certain information to third parties as it pertains to you or transfers made by you under the following circumstances:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) Pursuant to your written permission or as otherwise authorized under the Agreement.

Both we and your Provider may also make additional disclosures regarding your account to the extent permitted by applicable law, including as specified in the Provider's Privacy Notice. We maintain physical, electronic, and procedural safeguards, to the extent technically feasible, which comply with applicable laws and industry standards, and we believe are reasonably designed to protect your nonpublic personal information and prevent the misuse of such information by third parties.

20. ACCEPTANCE. Card and/or Check usage indicates your consent to the terms and conditions contained in this Agreement, including the Waiver of Jury Trial and Arbitration Provision.

21. DELAY IN ENFORCEMENT/NO WAIVERS. We, your Provider, and UMB Bank, N.A. can each delay enforcing rights held under the Agreement and other documents you have received in connection with the Program without losing them.

22. FOREIGN TRANSACTIONS. A "Foreign Card Transaction" is a Card transaction that occurs outside of the United States. Foreign Card Transactions will be subject to an international card transaction fee equal to 3% of the transaction (this charge may apply whether or not there is a currency conversion). If you make a Foreign Card Transaction, the transaction will be converted into U.S. dollar amounts by Visa, using its then current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Foreign Card transaction processing date.

The currency conversion rate used on the processing date may differ from the rate in effect on the Foreign Card Transaction date or periodic statement posting date. Foreign Card Transactions will be charged to your Base Account in U.S. dollars and will be subject to international marketing regulations, and Card operating regulations in effect at the time and place that the transaction is settled. Checks will generally not be accepted by banks outside of the United States. All Checks must be made payable in U.S. dollars.

23. SEVERABILITY. The invalidity of any provision herein will not affect the validity of any other provision of this Agreement.

24. INSTRUCTIONS BELIEVED TO BE GENUINE. You hereby acknowledge that we, your Provider and the Bank(s) may act on instructions believed by any of us to be genuine.

25. ACCOUNTS THAT ARE NOT CONSUMER ACCOUNTS/NON-PERSONAL ACCOUNTS. If you are not a "consumer" as defined in the Electronic Funds Transfer Act and its implementing regulations, neither we, nor UMB Bank is required to respond to your questions about electronic fund transactions within the time periods specified in the section entitled IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, and the limitations on your liability for unauthorized transactions described above do not apply. Similarly, the parameters surrounding liability, confidentiality, and documentation requirements with respect to Electronic Fund Transfers outlined above apply only with respect to accounts established primarily for personal, family or household purposes.

26. WAIVER OF JURY TRIAL AND ARBITRATION PROVISION. In an arbitration, persons with a dispute (i) waive their rights to file a lawsuit, proceed in court and have a jury trial to resolve the dispute and (ii) submit their dispute to a third person (an "arbitrator") for a decision. Each party may present some evidence to the arbitrator, but discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final, binding decision, which may be enforced as a court judgment. Courts rarely overturn arbitrator decisions. We have a policy of arbitrating all disputes with customers that cannot be resolved in a small claims tribunal, including as to the scope of this provision.

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

A. For purposes of this provision, the words "dispute" and "disputes" have the broadest possible meaning and include, without limitation: (i) all claims, disputes, or controversies arising from or relating directly or indirectly to this Agreement, the validity and scope of this arbitration provision and any claim or attempt to set aside this provision; (ii) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the subject matter of this Agreement; (iii) all counter-claims, cross claims and third-party claims; (iv) all common law claims; (v) all claims based upon a violation of any state or federal constitution, statute or regulation; (vi) all claims asserted by us against you or you against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (vii) all claims asserted on your behalf; (viii) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (ix) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

B. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE GIVING UP YOUR RIGHTS TO (i) RESOLVE A DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES BY MEANS OF A JURY TRIAL OR A COURT (OTHER THAN A SMALL CLAIMS TRIBUNAL) AND (ii) SERVE AS A REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

C. Except as provided in Paragraph F below, all disputes, including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION AND SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

D. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either the American Arbitration Association (800 778-7879) <http://www.adr.org> or National Arbitration Forum (800 474-2371) <http://www.naf-forum.com> to administer the arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within 20 days. If you demand arbitration, you must inform us in your demand of which arbitration organization you have selected. If related third parties or we demand arbitration, you must notify us within 20 days in writing by certified mail return receipt requested of which organization you have selected. If you fail to notify us, then we have the right to select the organization. The parties will be governed by the rules and procedures of the organization applicable to consumer disputes, to the extent that they do not contradict the terms hereof. You may contact the arbitration organization to obtain a copy of its rules and procedures.

E. Regardless of who demands arbitration, at your request we will advance your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or as the arbitrator otherwise orders. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the proceeding, the arbitrator shall not apply federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or award in your favor, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, less any Arbitration Fees you have paid. Upon timely request, the arbitrator shall provide a written explanation of the award. The award may be filed with any court having jurisdiction.

F. All parties, including related third parties, retain the right to seek adjudication of a matter in a small claims tribunal for disputes, within the scope of such tribunal's jurisdiction. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

G. This Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final, non-appealable judgment of a court having jurisdiction over this transaction finds that the FAA does not apply, then this Agreement shall be governed by the law of the State of Delaware.

H. This provision is binding upon and benefits you, us, your and our respective heirs, successors and assigns, and related third parties. This provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy, and survives any cancellation, termination, amendment, expiration or performance of any transaction between you and us, unless you and we otherwise agree in writing. If any part of this provision is held invalid, the remainder shall remain in effect.

SECURITIES OFFERED BY ANY OF THE PARTIES TO THE AGREEMENT OR OTHER ASSETS HELD IN YOUR BASE ACCOUNT ARE NOT BACKED OR GUARANTEED BY ANY BANK NOR ARE THEY INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION. AMOUNTS HELD IN THE BD PROGRAM LINKED TO YOUR BASE ACCOUNT ARE INSURED IN THE MANNER AND TO THE EXTENT SET FORTH IN THE MATERIALS PROVIDED TO YOU ABOUT YOUR AUTOMATIC SWEEP INVESTMENT OPTIONS.

IF YOU NEED ASSISTANCE OR HAVE QUESTIONS ABOUT THIS FORM, PLEASE CONTACT YOUR BROKER, BANK OR OTHER FINANCIAL SERVICES PROVIDER.

Important Information Concerning Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

WHAT THIS MEANS FOR YOU: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.