

United Brokerage Services Online Agreement and Enrollment Form

United Brokerage Services (the "Introducing Firm"), clearing through First Clearing Corporation, member of the New York Stock Exchange and SIPC (the "Clearing Firm"), is pleased to provide you with United Brokerage Services Online (the "Service"), an advanced technology for accessing and reviewing account information and other selected materials via the Internet at the Introducing Firm's World Wide Web site (the "Site"). This Online Agreement and Enrollment Form (the "Agreement") provides the terms and conditions of the Service. This Agreement is in addition to all other agreements between you, the Introducing Firm, and the Clearing Firm. It is a supplement to all other agreements and does not nullify any part of the other agreements. By signing this Agreement, you agree to its terms and conditions. In addition, when you sign this Agreement, you acknowledge the receipt and sufficiency of good and valuable consideration for entering into the Agreement. In the event that the Introducing Firm wants to change this Agreement, you will be notified in writing. Your use of the Service after you receive such a notification means that you agree to the changes contained in the notification.

The Site is for informational purposes only. Neither the Service nor the Site are offers to sell or solicitations of offers to buy any security that may be referenced on the Site. Offers can only be made where permitted under law. If you want to learn more about any information contained on the Site, you are invited to contact your Financial Consultant.

By signing this Agreement, you authorize the Clearing Firm to provide such information and data about your account(s) for access by you through the Service. You understand and agree that the Site and Service are operated by the Introducing Firm and that the Clearing firm is not liable or responsible to you for the operation of, accuracy or reliability of information contained in the Service or Site. You agree to hold the Clearing Firm harmless from any claim, liability, loss, cost or expense that you incur resulting directly or indirectly from the operation of or your use of the Service or Site.

1. The Service. The Service will provide you with access to "Information Contained on the Site." This includes information about your account, such as an account summary, balance sheet, account activity, portfolio detail, and portfolio allocation. It also includes research reports, price quotations, and other market commentary. The Introducing Firm does not provide any computer hardware or software programs for access to the Site. You need to have your own computer capability in order to access the Site, and you are responsible for the security aspects of your computer hardware and software. The Introducing Firm very strongly recommends that you use Web browser programs that support the Secure Sockets Layer communications standard or other programs that provide security to information sent and received. You should consult your own computer advisor for assistance in this regard.

2. No Investment Advice. The Service provides information about securities. However, you understand and agree that the Introducing Firm is not providing you with investment advice through the Site. You understand and agree that the Introducing Firm is making no representation about whether particular investments brought to your attention through the Service are suitable for you. You agree that the Service does not constitute a solicitation for the purchase or sale of any security. You understand and agree that if you want to seek investment advice from the Introducing Firm, you will do so by consulting with your Financial Consultant.

3. Information Use by Permission Only. The Service, the Site, and the Information Contained on the Site are the property of the Introducing Firm or are licensed or otherwise used by permission. Copyright and other intellectual property laws protect them. You agree to use the Service, the Site, and Information Contained on the Site for your personal non-commercial use only. You may download information from the Site to your computer and print a hard copy for your personal reference, provided that you do not remove any copyright or other notices. Otherwise, you agree that you will not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, or otherwise commercially exploit the Service, the Site, or the Information Contained on the Site without the expressed written consent of the Introducing Firm. You agree that you will not use the Service, the Site, or Information Contained on the Site for any unlawful purpose.

4. Information Protection. The Introducing Firm will take reasonable precautions to protect the confidentiality of all information related to you that can be accessed by the Service, and to prevent unauthorized access to that information. You will need to use a password and a user identification in order to access the Site. After you have signed this Agreement, the Introducing Firm will send you an initial password by regular mail. The Introducing Firm strongly recommends that you keep your password confidential, and protect it as you would any other important financial information. You agree to notify the Introducing Firm immediately if you become aware of any loss, theft, or unauthorized use of your password or access to the Service.

You understand and agree that the Introducing Firm cannot guarantee absolute protection of information that can be accessed by the Service. You understand and agree that there are inherent risks in the use of any software or information found on the Internet, including the risk of "computer viruses," and you agree that you will bear those risks and not seek to hold the Introducing Firm liable for the consequences of such risks. The Introducing Firm may provide links to other sites on the Internet, and you understand and agree that providing such links does not constitute an endorsement of the linked sites or their contents by the Introducing Firm. You also agree that you will use such links at your own risk.

You agree that the Introducing Firm may use and disclose such information as is necessary to respond to lawful requests from government entities and self-regulatory organizations, to respond to subpoenas, or for any legitimate business purpose. You agree that the Introducing Firm will not be responsible for any consequences that result from your decision to disclose your password or from a failure to safeguard your password.

5. Information Reliability and Accuracy. The Introducing Firm will make reasonable efforts to maintain accurate and current information on the Site. However, the Introducing Firm cannot guarantee the accuracy or reliability of the Service or Information Contained on the Site. In particular, you understand and agree that price quotations may be delayed or inaccurate. The price for a security contained on any part of the Site may differ from the current market price for that security or from the price contained in your online account information or other sections of the Site. Accordingly, you agree that your reliance on Information Contained on the Site regarding security prices will be at your own risk. You understand and agree that research reports or other market commentary available from the Service reflects the author's analysis as of the publication date, and that the accuracy, completeness, and timeliness of such information cannot be guaranteed and is subject to change. You understand and agree that the Introducing Firm has no duty to update or correct Information Contained on the Site.

You understand and agree that the Service may be occasionally unavailable because of maintenance requirements and that the Introducing Firm is not responsible for any consequence of Service unavailability in such an event. You agree that the Introducing Firm is not responsible for any consequences of Service unavailability, delay, or inaccuracy due to technical problems, power loss, communication facilities failure, electronic or mechanical equipment failure, fire, storms, natural disasters, acts of God, failure of communications software or Internet service providers, securities market conditions, unauthorized access, theft, operator errors, strikes, other labor problems, or any other circumstances constituting *force majeure*.

You understand and agree that the Information Contained on the Site is not the official record of your account and is subject to changes, errors, and omissions. Your printed confirmations and periodic account statements constitute your official account record. Information Contained on the Site is not a substitute for other important information that is sent to you. In particular, you agree that you will not use Information Contained on the Site

for tax reporting purposes. You will be provided with official tax documentation regarding your account by mail. Even though Information Contained on the Site is not the official record of your account, you agree to notify the Introducing Firm in writing within 15 days in the event that you believe that information about your account contained on the Site is inaccurate.

6. Payment. The Introducing Firm does not charge a fee for Online Account Access Services.

7. Term of the Agreement. This agreement shall continue until terminated by either party at will. The Introducing Firm reserves the right to terminate, limit, or change your access to the Service or any portion of it in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of your user name, password(s), and/or account number(s), breach of this Agreement, discontinuance of access to any information or data from any data provider, including the Clearing Firm, or termination of one or more agreements between the Introducing Firm and the data providers, including the Clearing Firm. In the event of termination, limitation, or change of this Service for any reason, neither the Introducing Firm nor its data providers, including the Clearing Firm, shall have any liability to you.

8. Indemnification. You agree to indemnify and hold the Introducing Firm harmless from and against any and all claims, losses, liability, costs, and expenses (including, but not limited to, attorneys' fees) arising from your violation of this Agreement or any third party's rights, including but not limited to copyright, proprietary, and privacy rights. You acknowledge that the Introducing Firm has entered into certain agreements with its data providers in order to provide the Service, and that in those agreements the Introducing Firm has agreed to indemnify and hold harmless its data providers, including the Clearing Firm, from and against certain claims. You agree that you will not assert claims against the data providers, including the Clearing Firm, to the extent that the Introducing Firm has agreed to indemnify and hold harmless the data providers, including the Clearing Firm, from such claims. You agree that for such claims your sole remedy will be from the Introducing Firm. You agree that this indemnification and hold harmless obligation will survive the termination of this Agreement, and will be binding on your executors, heirs, successors, and assigns.

9. No Warranty. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE, THE SITE, OR INFORMATION CONTAINED ON THE SITE.

10. Limitation of Liability. IN NO EVENT WILL THE INTRODUCING FIRM BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST OPPORTUNITIES, LOST PROFITS, TRADING LOSSES, OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SERVICE ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE INTRODUCING FIRM HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY THEREOF, EXCEPT AS LIMITED BY APPLICABLE LAW. The maximum aggregate liability of the Introducing Firm for all claims arising out of or relating to this Agreement, regardless of the form or cause of action, shall be the amount you originally paid for the Service subscription.

11. Other Agreements Incorporated. All other agreements that you have entered into with the Introducing Firm and/or the Clearing Firm are hereby incorporated by reference as if those agreements were fully set forth in this Agreement.

12. Severability. Should any portion of this Agreement be found to be void or unenforceable for any reason, the court or the arbitrator, as the case may be, should attempt to limit or otherwise modify such provision to make it enforceable, and if such portion cannot be modified to make it enforceable, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall remain in full force and effect. If any portion of this Agreement is so found to be void or unenforceable for any reason in regard to one or more persons, entities, or subject matters, such portions shall remain in full force and effect with respect to all other persons, entities, and subject matters.

13. Assignment. The Introducing Firm may assign this Agreement or any of its rights or obligations under this Agreement to any affiliate or successor of the Introducing Firm or to any other party. This Agreement is personal to you, and you may not assign this Agreement or your rights or obligations under this Agreement to any person or entity.

14. Miscellaneous. The Introducing Firm's failure to insist on strict compliance with any term of this Agreement, exercise any right or power given to the Introducing Firm by this Agreement, or a continued course of conduct by the Introducing Firm shall not operate as a waiver of the Introducing Firm's power or rights under this Agreement. No single or partial exercise by the Introducing Firm shall preclude any future exercise. All rights and remedies given to the Introducing Firm in this agreement are cumulative and not exclusive of any other rights or remedies available to the Introducing Firm at law or equity. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15. Governing Law. This Agreement shall be governed in all respects by the laws of the State of West Virginia without regard to its choice of law rules.

16. Entire Agreement. This Agreement constitutes the entire agreement between you and the Introducing Firm with respect to the Service, the Site, and Information Contained on the Site. The terms of this Agreement as submitted to you are reflected in Document No. WFOBT1, maintained by the Introducing Firm and available for your inspection upon request. Your signature on this Agreement means that you accept the Agreement as submitted to you by the Introducing Firm. You agree not to alter, edit, or change the Agreement, and you agree that any purported alteration, edit, or change will be of no force or effect. You agree that in the event that you alter, edit, or change this Agreement, the terms of the Agreement will be those reflected in Document No. WFOBT1. This Agreement may not be amended except in writing. In the event that the Introducing Firm chooses to amend the Agreement, you will be notified in writing, and your next use of the Service following that notification will constitute your agreement to the amendment.

17. ARBITRATION. THE FOLLOWING INFORMATION CONCERNS ARBITRATION OF CONTROVERSIES PROVIDED IN THE NEXT PARAGRAPH

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

You agree that all claims or controversies which may arise between you and the Introducing Firm concerning any transaction, the use of the service, the Site, or Information Contained on the Site, or the construction, performance, or breach of this or any other Agreement between us, whether entered into prior to, on, or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this Agreement shall be determined pursuant to the then current rules and constitution of the New York Stock Exchange, Inc., or the Code of Arbitration Procedure of the National Association of Securities Dealers, Inc., as you may elect. Such election is to be made by registered mail,

addressed to 514 Market Street, Parkersburg, West Virginia 26101. Attention: Legal Department. The notice of election is to be post-marked five days after the date of your demand to make such election. At the expiration of the five days, the Introducing Firm is authorized to make such election on your behalf. Any judicial proceeding relating to the arbitration or to this Agreement shall be conducted in the State or Federal Court in West Virginia, and you agree a) to submit to the jurisdiction of such courts, b) that such courts constitute a convenient forum, and c) that process may be served on you by certified mail return receipt at the last address you have provided to the Introducing Firm.

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; 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 rights under this Agreement except to the extent stated herein.

18. Accounts to Be Accessed. The Introducing Firm will provide the Service to the accounts that you list on the Agreement and Enrollment form. You understand and agree that the first account that you list will be the **Principal Account**. This is the account from which fees, if any, will be deducted.

For added confidentiality, your account listings will be shown using nicknames that you choose. Actual names, addresses, and account numbers will not be transmitted through your Internet session. Please list a "Nickname" next to each account number for display over your Internet connection. Once your Enrollment has been received and processed, you will be sent by U.S. Mail a temporary password. Using this, along with the User Name that you designated on your Enrollment Form, you can access your accounts online via the Internet. Upon initial log on, you will be asked to select a permanent password. For security, please keep your User Name and Password protected and confidential, as you would any valuable financial information.

All owners of the account(s) listed on the Enrollment Form must sign that form. By signing, you agree to be bound by the terms and conditions of this Agreement. You acknowledge that: a) you have received a copy of this Agreement; b) the information that you have provided to the Introducing Firm is true and correct; c) you have read and understood the entire Agreement; and d) the Agreement is a binding contract. **THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AT PARAGRAPH 17.**

United Brokerage Services Online Agreement and Enrollment Form

THIS PAGE CONTAINS BY REFERENCE THE ENTIRE UNITED BROKERAGE SERVICES AGREEMENT SET FORTH IN THE PRECEDING PAGES. PLEASE READ THE DOCUMENT PRIOR TO COMPLETING THIS FORM.

For convenience and confidentiality, your accounts will be shown using nicknames that you choose. Actual names, addresses, and account numbers will Not be transmitted through your Internet session. Please provide below a "Nickname" for each of your account number(s) that will identify them when you access your accounts online. (Ex: John's Retirement, Junior's College Fund, etc.)

PRINCIPAL ACCOUNT

	Account Owners Name (please print)	Account Nickname	Account Number
1.			

ADDITIONAL ACCOUNTS

	Account Owners Name (please print)	Account Nickname	Account Number
2.			
3.			
4.			
5.			
6.			
7.			

Please provide your Internet E-Mail Address so that we can contact you if necessary: _____
When you access your accounts online, you will be asked for your User Name (User ID) and Password. I wish for my User Name to be (PLEASE PRINT CLEARLY):

First Choice: _____ Second Choice (if the first is already taken): _____

***** PLEASE NOTE YOUR CHOICE OF USER NAMES -- YOU WILL NEED THE USER NAME TO SIGN ON. *****

	Client Name(s) Printed	Client Signature(s)	Date
1.			
2.			
3.			
4.			

Please mail THIS PAGE ONLY, completed and signed by all Account Owners (clients), to your Financial Consultant for processing.

FOR INTERNAL USE ONLY, DO NOT WRITE BELOW

Financial Consultant Name	Financial Consultant ID Number (Ex: XX01)	Firm Name
---------------------------	---	-----------

Financial Consultant Signature	Financial Consultant's Network User Name	Date
--------------------------------	--	------

Instructions - Please Retain for Your Records

Sample Enrollment Form

Step 1 On the Enrollment form designate your choices for your User Name. You will need the User Name when signing on (see Step 3). Before sending in your Enrollment form, **please note your 1st and 2nd choices for User Name in the space below:**

For added confidentiality, your account settings will be shown using nicknames that you choose. Actual names, addresses, and account numbers will not be transmitted through your Internet session. Please click a "Print/Save" icon to each account number for display over your Internet connection.

PRINCIPAL ACCOUNT			
	ACCOUNT NAME (PLEASE PRINT)	ACCOUNT ALIAS/NAME	ACCOUNT NUMBER
1.			

ADDITIONAL ACCOUNTS			
	ACCOUNT NAME (PLEASE PRINT)	ACCOUNT ALIAS/NAME	ACCOUNT NUMBER
2.			
3.			
4.			
5.			
6.			
7.			

When logging in, you will be asked for your User name (user ID) and password. Often, a User ID consists of the user's first initial and last name, written as one word in lowercase.

Please provide User Name (User ID) for accessing your account: _____

PLEASE REMEMBER YOUR USER NAME. ONLY YOUR PASSWORD WILL BE EMAILED TO YOU.

	CLIENT SIGNATURE	INTERNET E-MAIL ADDRESS	DATE
1.			
2.			
3.			
4.			

After this Agreement has been signed by all Clients, please mail this page to your Financial Consultant.

Sample Activation Letter

Online Registration

Dear Client:

Thank you for enrolling, your registration is now effective.

To activate this convenient new service, you'll need to know the User Name that you designated on your Enrollment Form and the temporary password located below.

We appreciate your business and look forward to helping you reach your financial goals for many years to come.

Your temporary password is: XXXXXX

Step 2 You will receive by US Mail an Activation letter containing the web address of the online website, and your Temporary Online Password. Recall the User Name you requested.

Step 3 Following the instructions in the Activation letter, sign on to the Online site. You will be asked to select a permanent password of your choice.

User Name:

Password: