

General Terms and Conditions

**** IMPORTANT TO READ ****

1) Acknowledgements and Representations.

First things first: When you see “ShareBuilder,” we’re talking about the brokerage services and website offered and operated by ING DIRECT Investing, Inc. When your eyes see the words “our”, “us”, “we” or ING DIRECT Investing, we’re referring to ING DIRECT Investing, Inc.

By opening an account with us, you’re agreeing that you’ve read and completely understood our exciting Terms and Conditions, and our separate, but equally riveting Privacy Policy.

- When you click on “I Agree” this indicates to us that the laws in your home state recognize you as being old enough to open an account and be upheld and bound by our Agreement.
- When you click on “I Agree”, you’re also agreeing to all of the rules and terms in this Agreement and our Privacy Policy.
- Even better, when you click on “I Agree”, this is the same as signing this Agreement. And by signing it electronically, we’re all saving trees, which is nice.

Sometimes we make changes to the Agreement you’re currently reading. We’ll let you know when this happens either through email or an account alert. When this Agreement is modified, we’ll give you 15 calendar days to let us know you don’t agree with these changes, and that you’d like to close your account.

- If 15 calendar days pass by like a warm breeze, you agree that you’ll be deemed to have accepted those changes to the Agreement.
- However (you knew there was a well-placed however coming), any changes to this Agreement that we’re required to enact by law become effective immediately.

Keep in mind, ShareBuilder is a service for self-directed investors. That means you pick all your own investments and assume all responsibility for your investments – even the ones that turn out to be less than extraordinary. Market values can and do change quite frequently.

- **Also, as a service geared toward self-directed investors, we won’t provide any type of financial advice on buys and sells or recommendations on any of your trades. You kindly agree to be responsible for determining the suitability of your own investment choices and investment strategies.**
- **You agree to complete all transactions in your ShareBuilder Account through the ShareBuilder website. If you’d like to call us and complete a telephone order, like in the 1980s, we still provide this service, for an additional fee.**
- **You also acknowledge that all orders are unsolicited.**
- **Also, you agree that we’re not in the business of providing legal or tax advice of any kind.**

You also agree to receive all communications from us via the World Wide Web or email. Such communications include, but aren't necessarily limited to:

- confirmations of transactions;
- account statements;
- tax documents;
- financial statements and reports of portfolio holdings;
- reorganization notices;
- proxy materials; if you've been reading this out loud, take a deep breath and continue;
- notices of modifications to ING DIRECT Investing's Privacy Policy or Terms and Conditions;
- annual and semiannual audited and unaudited reports for ING DIRECT Investing and other basic communications.

If you saw a ShareBuilder or ING DIRECT Investing advertisement on a bank or credit union website, and are opening a ShareBuilder Account because of this well-placed advertising, you agree to acknowledge that:

- When you choose to invest through ING DIRECT Investing, your investments aren't guaranteed, aren't FDIC or NCUA insured, and may lose value. This means investments made through ING DIRECT Investing are subject to investment risks, so there is the possibility of losing all of the monies you've invested.

At ING DIRECT Investing, we treat you and the rest of our customers with honesty and fairness and we ask for the same in return -- thanks in advance.

Most people have good intentions, but a select few choose not to play by the rules. If you're one of those few, and we find out that you intentionally lied or entered false information at the time of your account application, or thereafter, we will close your account and we will also take legal action if appropriate.

2) Definitions: ShareBuilder®

We offer the ShareBuilder Service, or "ShareBuilder," which allows you to build your portfolio through periodic purchases of selected securities. Take a look at these page-turning details:

Automatic Investment Plans:

Through ShareBuilder's Automatic Investing Plan ("AIP"), you have the ability to invest specific dollar amounts in stocks, mutual funds and exchange-traded funds (ETFs). These dollar-based investments are aggregated with the purchases of other ShareBuilder customers and entered by us as market orders. Aggregation of AIP orders for the same stocks helps us keep execution and processing costs to a minimum. The aggregated orders are then allocated to individual customer accounts based on their proportional participation in the entire transaction.

The Automatic Investment Plan is on a transaction cycle. You have the ability to choose the frequency of your Automatic Investment Plan. The choices are one-time, weekly, bi-weekly or monthly. Thus, once you've chosen a security and an investment day, you'll have your own Automatic Investment Plan.

The week(s) you choose to invest each month is up to you, and is usually done at a time that is convenient for you to fund your brokerage account through an electronic funds transfer or other means.

Trade Now:

Trades through "Trade Now" are standard brokerage transactions. Through ShareBuilder, you can make share-based buys and sells of most publicly traded securities.

Trades are executed in a manner and time appropriate to your specific instructions:

- market orders are executed immediately;
- limit orders are executed when your limit price is reached;
- sales of fractional shares (no whole shares) are priced at the next market close after the order is received.

Trade Now trades cost more than Automatic Investment Plan transactions.

ING DIRECT Investing, Inc., Stocks and ETFs:

We offer a broad range of securities covering approximately 90% of the US equity markets. Only stocks on our ShareBuilder Stocks list may be purchased through us. The ShareBuilder Stocks list is revised regularly at our sole discretion. Certain stocks that you purchase may be removed from the ShareBuilder Stocks list. If this occurs, you understand and agree these stocks won't be available to purchase through us any longer. If you've bought a stock through ING DIRECT Investing, Inc., and it's subsequently removed from the ShareBuilder Stocks list, you can still sell your shares.

Only stocks on the ShareBuilder Stocks list that are listed on a National Securities Exchange (NYSE, AMEX or NASDAQ) may be transferred into ING DIRECT Investing. We will return and/or reject certificates sent or electronically transferred to us not meeting this requirement and you agree to hold us harmless for doing so.

The Trade Date:

The Trade Date is the market day a buy or sell is executed within your ShareBuilder Account. The Settlement Date is the Trade Date plus three (3) business days for stocks and one (1) business day for mutual funds and options.

Mutual Funds:

Mutual Funds may also be bought or sold through ShareBuilder.

Mutual funds aren't FDIC insured, aren't guaranteed by a bank, and may lose value.

You should read and carefully consider information contained in the prospectus, including, but not limited to:

- investment objectives, risks, charges, and expense.
- the prospectus may be found in several locations throughout the ShareBuilder website, including the Research and Trading sections. See Section 26 regarding ING DIRECT Investing's relationship to the ING family of funds ("ING Funds").

3) Services and Charges

This section is a bit of a mixed bag. So, it may jump around a bit, but it's all important.

When you buy or sell securities, ING DIRECT Investing acts as your broker.

When you enter a buy or sell order, you agree to take full responsibility for this decision and to not hold us or any of our employees liable for your investment decisions.

We reserve the right to refuse any account and to decline or change any order at our sole discretion (deep breath, okay, let's keep reading).

You agree to pay the applicable transaction costs, charges (including any extraordinary surcharges passed to us by certain exchanges), and taxes that may apply at the time services are rendered to your account.

If you'd like to see a schedule of standard transaction costs or charges related to your ShareBuilder Account, please refer to the "Pricing" area of the website.

Important head's up for Automatic Investing Plan enthusiasts: Transaction costs will come out of the specific dollar amount you invest for Automatic Investment Plan investments.

When you make a Trade Now trade, transaction costs are added to the actual cost of the shares, while transaction costs are deducted from the proceeds for sell orders.

All other charges may be deducted from your account balance, or covered by electronic funds transfer or separate payment.

See "Pricing Programs - Basic and Advantage" regarding credit card payment option for subscription costs. Some charges are out of our hands, so it may look like we're the bad guy in some cases, but in reality that's not the case. If an agent for a corporate action imposes a charge for a security you hold, we reserve the right to pass this cost on to you.

ING DIRECT Investing further reserves the right to change its Pricing & Rates -- at anytime. We'll do this by posting a modified Pricing & Rates schedule on the ShareBuilder website.

A request to cancel a Trade is only a request and, as such, cancellation of any given trade is not guaranteed. We'll try our best to get your cancel request in, but markets move quickly. We process cancel order requests on a best efforts basis. If we're unable to cancel your order, you agree to be bound to it. As a general rule, market orders are subject to immediate execution and cannot be canceled during market hours.

To close out this section – some important final details:

Price quotes shown for stocks and ETFs reflect the most recent price reported for that security in the market. **Such quotes in no way guarantee that your trade for the same security will execute at or near the quoted price.** Share prices can change rapidly during the trading day, especially prices for low-priced and/or thinly traded shares, and quotes shown after the markets are closed often bear no relation to the price a stock or ETF might start trading at the next trading day. To protect yourself from unexpected price swings, you should consider using Limit Orders instead of Market Orders. If you place a Market Order and the trade executes in the market at a cost more than the estimated cost based on the displayed quote, you must pay the entire cost of the trade by Settlement Date, even if that amount exceeds the cash available in your ShareBuilder Account.

4) Pricing Programs - Basic and Advantage

Subscription Costs:

Once you've paid a monthly subscription cost for the Advantage pricing program, it isn't refundable. Also, your free automatic investments that aren't used in the current month aren't rolled forward to future months.

When you sign up for the Advantage pricing program, the subscription starts immediately. The subscription cost is not pro-rated based on number of days or weeks remaining in the month. In other words, the Advantage pricing program has a flat rate regardless of the day of the month you begin your subscription.

When the method you've chosen to pay the subscription cost either reverses or fails, we reserve the right to collect the subscription cost from your account's cash balance. This is done to make sure the Advantage pricing program you've selected continues. However, if the monies aren't available in your cash balance at that time, your Advantage pricing program will change to Basic.

If your method of payment either reverses or fails, we reserve the right to appropriately re-calculate and/or assess transaction costs applicable under the Basic pricing program. Thus, moving you back to the Basic pricing program is only done if the subscription cost for Advantage cannot be collected from your account's cash balance.

Pricing Program Order Cancellations:

A subscriber of the Advantage pricing program who cancels automatic investments on the fourth (or fifth) Monday or Tuesday of any given month, should be aware this may result in the loss of one or more free automatic investments for that month.

And, depending on your number of scheduled investments, this might result in transaction costs on one or more automatic investments that should have been free under your pricing program. This may occur if, on the fourth Monday or Tuesday of a month, you cancel one or more automatic investments scheduled to occur that Tuesday, and those canceled orders have already been “written” by ING DIRECT Investing as one of your free automatic investments for that month.

If this occurs and you’re charged for transactions that should have been free, you will automatically receive a corresponding number of free automatic investment credits, which can be used in the following month.

If you don’t receive your automatic investment credits, please contact ShareBuilder Customer Service (check out Section 29 for contact information).

Pricing Program: Changing and/or Unsubscribing

In the event you change from the Basic pricing program to Advantage at any time during the month, you’ll want to re-enter any pending trades (including limit orders) in order to receive the lowered transaction costs available for Advantage pricing program subscribers.

When you change pricing programs, transaction costs on all trades that we’ve already processed aren’t refunded. However, automatic investments occurring prior to a change of pricing programs are included in the number of free automatic investments under the new pricing program for that month.

When you unsubscribe from the Advantage pricing program in the middle of the month, this doesn’t result in any rebate of the Advantage subscription cost for that month. And, this move to the Basic pricing program becomes effective the beginning of the following month.

During the remainder of the month for which you’ve already paid an Advantage subscription cost, you continue to receive lowered investment transaction pricing and all other benefits of that particular pricing program.

5) Abandoned Account Handling Charge

State laws (called “escheatment” laws) require us to transfer your assets to the state if you appear to have abandoned them (which means there’s no customer activity in your account(s) within a time period specified by your state’s laws, and you haven’t contacted us for a certain period of time). The bottom line is we’d like for you to keep your assets—and not have them handed over to the state on a silver platter. Let’s look at a couple ways to avoid the transfer of your assets to the state:

- Sign In to your ShareBuilder Account at least once per year (or)
- Call us at least once per year (that sounds like a breeze, so please place a date on your calendar).

Also, let's say you've gone missing in action (or is that M.F.I., missing from investing?), here's the rundown:

Except where prohibited, ShareBuilder will charge an abandoned account handling charge equal to the lesser of: (i) \$25, (ii) the value of all cash and securities in the account, or (iii) the amount permitted under applicable state law, against any account "abandoned" for more than 24 months. ShareBuilder assesses this charge against accounts whose owners have not signed in or completed a transaction in at least 24 months, and then each 12 months thereafter until the account is no longer "abandoned" or until its assets are sent the appropriate state.

This charge helps cover our costs associated with our efforts to contact you, as your account enters abandoned status. Seriously, using things like phone calls, emails, letters, and third party services, such as the US postal service to get your most recent contact information costs big bucks. So, once the abandoned account charge is assessed, it cannot be refunded.

6) Governing Laws and Jurisdiction

By opening one or more accounts with ING DIRECT Investing and by agreeing to these Terms and Conditions,

- You acknowledge and agree that you, and anyone else you authorize to use your account(s), are doing business in King County, State of Washington.
- These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Washington, as they apply to agreements made and solely performed in Washington, excluding conflict of law provisions.
- Without limiting your right to file arbitration claims against ING DIRECT Investing under FINRA Rule 12200 or its affiliates or successors, you consent to the personal jurisdiction and venue of the federal and state courts in King County, Washington for any court action or proceeding relating to your ShareBuilder brokerage account and you agree that all such claims by you against ING DIRECT Investing or its affiliates or successors will be subject to the exclusive jurisdiction and venue of the federal and state courts in King County, State of Washington.
- Your brokerage account will be subject to the rules, regulations, customs and practices of the exchanges, markets, clearing corporations, self-regulatory organizations, and applicable state and federal laws.

7) Service Not Available Outside the United States or to Non-Resident Aliens

One of the best compliments we get is when someone outside the 50 U.S. states wants to use ING DIRECT Investing's products and services.

However, if you reside outside the 50 U.S. states, we'll have to just admire each other from afar. Our products, services and website aren't generally offered or available to anyone located outside the 50 U.S. states. This includes U.S. citizens residing or working abroad.

Also, at this time, we don't accept accounts for non-resident aliens who require a Form W-8 for tax-withholding. We make no representation or guarantee regarding our compliance with local laws in foreign jurisdictions, or regarding the appropriateness of our website's content or its compliance with such local laws.

You understand that our website is the only means of accessing your ShareBuilder Account and completing your ING DIRECT Investing brokerage transactions. Your inability to access the ShareBuilder website in certain foreign countries could result in your inability to access your brokerage account or to complete transactions.

You agree that we shall not be liable for any losses or damages you incur as a result of the unavailability of the ShareBuilder website from foreign countries.

8) Accuracy and Notification

You represent and warrant that the information you supplied on your Account Application is accurate, and you agree to notify us in writing or by electronic communication of any changes in information. You also agree to notify us by the same means if you are or become: a) employed or affiliated with a stock brokerage firm, bank, trust company, insurance company or securities exchange; b) an officer, director, affiliate or 10% shareholder of a publicly traded company. You agree to indemnify and hold ING DIRECT Investing and its successors and affiliates harmless from and against any and all damage, cost, judgment, liability, loss, award, settlement, tax, penalty, action, expense or fee (including reasonable attorneys' fees and costs of collection) of any nature, and claims therefore (collectively, "Losses") arising out of or relating to your failure to provide accurate information on your Account Application or to update that information as required. You further represent that no other person has an interest in your account except those persons you have disclosed in the Account Application.

9) Joint Accounts

Any joint holder may individually, without notice to other joint holders, authorize ING DIRECT Investing to buy, sell, tender, or exchange securities in the account and to receive any monies or securities into the account. However, separate written instructions, manually signed by all holders, are required to disperse or transfer any assets out of the account in a form or to an account not bearing registration identical to the subject ShareBuilder Account. Any notice, verbal, or written, we give to one account holder will be considered given to all account holders. Upon the death of any account holder, the surviving account holder(s) must give reasonably prompt notice to ING DIRECT Investing. The surviving account holder(s) will be the owner(s) of the account and continue to be subject to the terms of this Agreement. Each account holder is jointly and severally liable to us for any obligation or liabilities arising in connection with the account. We may use reasonable discretion in making any disbursements or transfers in the name of the account holders shown on the accounts. If we become aware of a dispute between or among account holders, we reserve the right, but are not obligated, to place restrictions on the subject Account and/or related Accounts and to maintain such restrictions until we are satisfied in our own discretion that the dispute has been resolved following receipt of satisfactory documentation or a notarized instruction signed by all account holders. We may also, at the expense of the account holders, commence or defend any action for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding for or in the nature of interpleader is brought by or against ING DIRECT Investing, we may deliver the account into the registry of the court, at which time we will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Agreement.

10) Obligations of Fiduciaries

ING DIRECT Investing does not review any action or inaction of a Fiduciary with respect to any ShareBuilder Account and disclaims responsibility for determining whether a Fiduciary's conduct satisfies applicable standards

of care, as well as for determining the validity of a person's or entity's status or capacity to serve as a Fiduciary. Any Fiduciary using the ShareBuilder Service agrees to indemnify and hold ING DIRECT Investing, its successors and its affiliates harmless from and against any Losses arising out of or relating to any act, error or omission of the Fiduciary. A custodian of a UTMA, UGMA or Education Savings Account is responsible for all activity in the account and all transactions in the account will be deemed to be the result of actions of the Custodian. The custodian agrees to indemnify and hold ING DIRECT Investing, its successors and its affiliates harmless from and against any losses arising out of or relating to any act, error or omission of the custodian or the minor.

11) Account Approval/Termination and Authorization to Obtain Consumer Report

This Agreement will be effective only upon our approval of your Account Application. As part of its account opening procedures, and under other circumstances it reasonably deems appropriate, ING DIRECT Investing reserves the right to obtain one or more consumer reports on all potential and existing account holders. Consumer reports may contain information bearing on your creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living. You hereby consent and authorize ING DIRECT Investing or its authorized agents or successors to: obtain from a consumer reporting agency one or more consumer reports on you to be used in evaluating whether to open and approve a new account for you or on your behalf, or to maintain any such account(s); and (ii) to provide to such consumer reporting agency any information you have provided to us in your Account Application. On written request, ING DIRECT Investing will advise you whether it obtained credit reports, and, if so, will provide the name and address of the reporting agency that furnished the reports. You further authorize ING DIRECT Investing to share such credit bureau information with its parent corporation, ShareBuilder Corporation. ShareBuilder reserves the right to report to consumer and securities credit reporting agencies any debit balance or negative credit information pertaining to any ShareBuilder Account. ING DIRECT Investing further reserves the right to reject an Account Application for any reason.

We may terminate any or all services rendered under this Agreement at any time and for any reason. The account holder may close his or her account at any time by giving notice to us in accordance with the instructions published in the "Customer Service" area on the ShareBuilder website. Upon termination, you will remain liable for any deficiencies or debit balances in the account. You agree to reimburse us for any collection costs relating to any unsecured debit balance in your account, including attorney's fees, court costs, and interest. This agreement to reimburse ING DIRECT Investing for any collection costs does not apply to any claims submitted to arbitration under FINRA Rule 12200 or its successor.

12) Right of Offset and Liquidation

All assets held in any account, now or in the future, shall be subject to a general lien for discharge of any indebtedness you have to us. These assets shall be held by ING DIRECT Investing as security for payment of any liability you may have with the company. In the event you do not fully meet a settlement obligation, we may, without further notice, take action, including but not limited to: liquidating or canceling the transaction; transferring securities or money from any other of your ShareBuilder Accounts; liquidating securities from any such ShareBuilder Accounts and applying the proceeds from such sales to your debt or liability to ShareBuilder; purchasing or borrowing securities to make delivery. You are responsible for commissions and all costs and losses arising from these actions.

13) Settlement

All transactions are on a “cash only” basis. You agree that prior to placing a purchase order for securities, you will provide a valid and sufficient authorization to us for electronic funds transfers from an account at another financial institution(s) over which you have valid signatory authority and/or you will otherwise deposit sufficient funds with us on or before trade date. You also agree that prior to placing a sell order, you will present securities in “good delivery form” for deposit with us as necessary.

14) Non-Sufficient Funds Policies

We reserve the right to cancel or cover any transaction which is the subject of a returned check or electronic funds transfer reclamation. A service fee will be charged for such instances. Securities held in an account at ING DIRECT Investing, Inc. may be liquidated to cover any indebtedness to ShareBuilder. We also reserve the right to restrict your ability to withdraw funds until such time as we are reasonably assured that all deposits or other items in your account have cleared.

15) Fraud

In cases of fraud or theft by you, acting alone or in concert with others, involving, among other things, use of counterfeit checks, checks drawn on closed or non-existent accounts, checks stolen from third parties, unauthorized electronic funds transfers from bank accounts belonging to others, attempted electronic transfers from non-existent accounts or similar illegal or improper conduct involving account funding or withdrawals, and including situations in which you have allowed third parties to use your account in any such manner, ING DIRECT Investing shall assess against you, in addition to all other fees, damages and penalties to which it may be entitled, a \$500 fee per forged, faked, fictitious, stolen or otherwise unauthorized item or transfer. This fee shall constitute liquidated damages to compensate ING DIRECT Investing for the time and effort of its employees in rectifying said conduct.

16) Priority of Balance

If you're using the Automatic Investing Plan, buy orders will only happen if your ShareBuilder Account contains the exact cash balance needed to cover all specified purchases. In fact, the exact cash balance needed to cover all of your buys has to be available on the morning of your scheduled transactions.

For example, if you've created a plan to buy three different securities, but you only have enough funds to cover two purchases -- then zero transactions will take place.

Requests for withdrawal of funds, or an order to buy a security via a standard trade have priority over scheduled Automatic Investment Plan transactions. This is provided the withdrawal request or the trade order is received sufficiently in advance of a scheduled Automatic Investment Plan Transaction.

If a limit purchase order is set-up, this unexecuted trade ties up funds in your cash balance, as it's deemed to have been executed for the purpose of calculating your available balance.

Let's say you have a debit balance in an account. We may, at our option and without further notice, switch-off a standing instruction to reinvest cash dividends in the account or any of your ShareBuilder Accounts in order to cover the debit balance. So, investor take heed: It is your responsibility to ensure that the reinvest dividend instruction is reset for all affected accounts after the debit is covered.

17) Cash/Credit Balances

All credit balances in ShareBuilder customer accounts, including cash dividends or interest, monies received prior to any purchase settlement date, and net proceeds from liquidations, are automatically transferred to a consolidated "sweep account." Also, sufficient monies to cover securities purchases in ShareBuilder customer accounts are automatically "swept" out of the appropriate sweep account on settlement date.

You may choose at any time between an independently managed money market fund sweep account ("Money Market Cash Balance") or an FDIC insured bank deposit sweep account with ING Bank, fsb ("FDIC Insured Cash Balance"). **Rates can and will change without notice to you. It is your sole responsibility to monitor at all times which sweep option is best for you based on yield, applicable FDIC insurance coverage and other considerations, and to make timely and appropriate elections.**

Review and, if appropriate, change your current sweep account election by going to the Profile and Settings tab under Accounts, Overview. Changes to your sweep account election made before Noon Pacific Time on a regular business day are generally effective that day for purposes of starting or stopping FDIC coverage; changes at other times are generally effective the next business day for purposes of FDIC coverage.

The sweep accounts are held in the name of ING DIRECT Investing. Those accounts hold monies in aggregate for the exclusive benefit of its customers.

In order to protect itself and its customers from fraudulent activity, we reserve the right to temporarily hold credit balances and to delay requested disbursements, regardless of whether the credit resulted from a cash deposit or a selling transaction. Disbursements may also be re-directed to a bank account previously used by the customer if we suspect fraud or money-laundering in connection with a more recently linked bank account. At our discretion, any disbursement holding period will generally be the customary time required to verify clearance of the originating deposit, depending upon the nature of the funds' transmittal (e.g. check, electronic transfer, wire, etc.). As circumstances dictate, we may also extend such hold in order to confirm the identity of the requestor or to take other steps it deems reasonable to prevent fraudulent activity.

Money Market Cash Balance

The Money Market Cash Balance option for uninvested cash is invested in the RBB Money Market Portfolio (BDMXX). The current 7-day yield on the Money Market Cash Balance can be found by entering the symbol BDMXX in the "Get Quote" box found on the ShareBuilder Home Page or under the ShareBuilder Research tab. The current 7-day yield is also displayed on your ShareBuilder Account Balances page.

The money market fund is managed by a registered investment adviser. We reserve the right to change the money market fund(s) it uses for this purpose or, in its discretion, to terminate this service. A complete prospectus for the money market fund can be found by entering “money market prospectus” in the ShareBuilder site search box found in the upper right corner of the Website. Please consider all investment objectives, risks and charges before investing.

Dividends paid by the money market fund are calculated daily and posted to individual ShareBuilder accounts monthly. Proportionate customer balances in the sweep account selected by the customer are reported in individual ShareBuilder account balances and statements.

Customers approved for margin or who have applied for margin and are awaiting approval will only have the opportunity to participate in the Money Market Cash Balance, unless they choose to remove margin approval from their account.

Any amounts held in the Money Market Cash Balance are considered investments and, although the fund seeks to preserve its value, market fluctuations can occur and the fund may lose value. The Money Market Cash Balance is not insured by the FDIC, not bank guaranteed, and may lose value. The Money Market Cash Balance is, however, covered by SIPC insurance. To learn more about SIPC account protection, enter “account protection and SIPC” in the ShareBuilder site search box found in the upper right corner of the Website.

The FDIC Insured Cash Balance

The Federal Deposit Insurance Corporation (FDIC) is an independent agency of the United States government created to protect depositors in the event a bank fails and cannot refund depositors’ money. The FDIC Insured Cash Balance option for uninvested cash is available to all account holders except those approved for margin or who have applied for margin. The current interest rate for the FDIC Insured Cash Balance is displayed on your ShareBuilder Account Balances page.

The FDIC Insured Cash Balance is currently held at ING Bank, fsb, member FDIC. ING DIRECT Investing is a wholly-owned subsidiary of ING Bank, fsb. ING Bank, fsb pays ING DIRECT Investing administrative fees on a quarterly basis based on the total number of ShareBuilder accounts eligible for the FDIC Insured Cash Balance sweep option.

Interest will be accrued on the daily cash balance and will be posted for review. Rates may vary and ING Bank, fsb has the right to make changes to those rates at any time. Interest Rates may be lower than rates for other deposit programs available through ING Bank, fsb. Be sure to consider all cash management options. Interest accruals and postings will be available for view on the Account Balances page. Interest postings will also be shown on monthly and yearly statements.

As of July 15, 2011, FDIC Insured Cash Balances are eligible for FDIC insurance up to \$250,000 (including interest and principal) per individual depositor and up to \$500,000 per joint depositors, subject to the limitation that such amounts are aggregated against all other similarly held deposits at ING Bank, fsb for purposes of calculating

FDIC insurance limits. It is the responsibility of the account holder to monitor their deposits at ING DIRECT Investing and ING Bank, fsb to determine if they exceed the limits of available FIDC insurance. Additionally, FDIC coverage amounts may change at any time at the discretion of the FDIC and ING DIRECT Investing makes no warranty against the possibility of such changes, the timing thereof, or the amount of advance notice thereof.

Below is a summary of FDIC coverage limitations as of July 15, 2011.

An individual with multiple accounts can be insured up to a total of \$500,000. So for example, if you have a single account as well as a joint account, you'll be insured up to \$250,000 for the single account and up to \$250,000 per depositor on the joint account.

If a bank for any reason is unable to reimburse depositors, the FDIC steps in and does it for the bank – up to \$250,000 per ownership type (single or joint).

Account Holder	Deposit Type	Account Balance
Jane	Orange Savings Account	\$110,000
Jane	Electric Orange	\$65,000
Jane	FDIC Insured Cash Balance - ShareBuilder Account	\$100,000
Total Deposits		\$275,000
Amount Insured		\$250,000
Amount Uninsured		\$25,000

Joint accounts are deemed to be owned 50/50 and are FDIC-insured up to \$250,000 for each individual on the account, equaling \$500,000 in total.

Account Holder	Deposit Type	Account Balance
Jane & John	Orange Savings Account	\$190,000
Jane	Electric Orange	\$115,000
Jane	FDIC Insured Cash Balance - ShareBuilder Account	\$135,000
Total Deposits		\$440,000
Amount Insured		\$440,000

Although funds are held at ING Bank, fsb, the only way to access those funds in your FDIC Insured Cash Balance is through your ShareBuilder Account. Any questions about your ShareBuilder account or balances should be addressed to ShareBuilder's customer service team.

We reserve the right to change or terminate the FDIC Insured Cash Balance option at any time. For additional information regarding FDIC coverage amounts you may contact FDIC, Deposit Insurance Outreach, at (877) 275-3342 (or 1-800-925-4618 [TDD]), or by visiting the FDIC website at <http://www.fdic.gov/deposit/deposits/>.

18) Selling Securities

Non-mutual fund shares acquired through the ShareBuilder Service may be sold through ShareBuilder via a Trade Now trade only. Such sales will be subject to our base commission charge.

Sell orders for fractional shares (no whole shares) are subject to the same commission as Trade Now market orders and are priced at the next market close after the order is received.

Sell orders are accepted only for shares actually owned by customers and in ING DIRECT Investing's possession and control. "Short sales" are not permitted.

See Section 25 below regarding sales (redemptions) of mutual fund shares.

19) Standing Instructions for Balance and Positions

Shares acquired through or deposited to ING DIRECT Investing will be held in "street name" only. Shares will not be registered or transferred unless specifically requested by the customer. We may charge a separate fee to register and or deliver securities. Participants understand that we cannot transfer or deliver fractional shares of any security. Regular cash dividends paid by any individual company will be reinvested automatically, unless directed otherwise, which will increase the customer's share position in that company. Cash balances held at ING DIRECT Investing whether resulting from a deposit, bank transfer, dividend or securities sale, will be held by ING DIRECT Investing unless specifically requested by the customer.

20) Restricted Securities

If you're keeping score at home, these pertain to U.S. Securities and Exchange Commission rules regarding restricted securities.

- ING DIRECT Investing will not handle the sale of restricted securities.
- You agree not to enter sell orders with ING DIRECT Investing for securities that are subject to Rule 144 or 145(d) promulgated under the Securities Act of 1933.
- You agree to pay for any loss ING DIRECT Investing may incur in closing-out any and all such intentional or unintentional sale(s).

21) Order Flow Payment

The U.S. Securities and Exchange Commission requires that we disclose to you any arrangement for receiving payment for directing order flow. ING DIRECT Investing currently has no such arrangement and does not receive compensation for securities transactions executed through designated exchanges, market makers, dealers or market centers.

22) Market Data, News and Other Information

You agree that the market data, news, and other information available to you through the ShareBuilder website are for your personal use, not for professional usage, and that you will not retransmit or republish this information in any form. You acknowledge that the information provided to you is obtained from sources believed to be reliable and is presented solely on a best efforts basis, and that no accuracy or completeness of the information is guaranteed. You waive any claims against ING DIRECT Investing relating to such third party information and also acknowledge that the provision of such information does not constitute a recommendation by ING DIRECT Investing to purchase or sell any security. Quotes, including Real-time quotes, are provided by Wallstreet on Demand and are believed to be reliable but are presented solely on a best efforts basis with no guarantee of accuracy, timeliness, or completeness. You waive any claims against ING DIRECT Investing and against Wallstreet on Demand relating to such information.

By executing this agreement, you agree

- a. That you have read and agreed to be bound by the [OTC Markets Subscriber Agreement](#).
- b. That ING DIRECT Investing, Inc. is not an agent of OTC Markets Group and is not authorized to add or to delete from the OTC Markets Subscriber Agreement and is not authorized to modify any provision of the OTC Markets Subscriber Agreement.

23) Extraordinary Events

You agree that ING DIRECT Investing will not be liable to you or to third parties for losses incurred directly or indirectly by causes reasonably beyond its control, including but not limited to, government restrictions, natural disasters, severe weather conditions, wars, strikes, terrorist attacks, exchange or market rulings, interruptions of data processing services or communications, disruptions in orderly trading on any market or exchange, unauthorized access or operator errors.

24) Access to Services and Market Volatility

Access to ING DIRECT Investing's electronic services, and hence, your ShareBuilder brokerage Account, may be limited or unavailable during periods of market volatility, peak demand, systems upgrades, maintenance or for other reasons. You agree that ING DIRECT Investing will not be liable to you for any losses or damages incurred by you (including lost profits, trading losses and similar damages) resulting from such access limitations or unavailability.

Additionally, with the exception of telephone orders, for which a higher fee is charged, you understand that the ShareBuilder website is the primary means of processing your ShareBuilder brokerage transactions and that, in the event of an interruption of communications systems or other hardware or software malfunction, access to view and to transact in your brokerage account could be delayed. In the event of a significant outage, ING DIRECT Investing would undertake best efforts to process all transactions over the telephone through its Customer Service team, but would not be liable for any losses or damages you might suffer as a result of such delays or inability to access your account or effect transactions.

You understand that when you place a market order, you will receive the price at which your order is executed in the marketplace. During periods of high volume, illiquidity, fast movement or volatility in the stock markets, the execution price received may differ from the quote provided on entry of an order, and you may receive partial executions of any order at different prices. You also understand that orders for larger numbers of shares are relatively more likely to receive executions at prices that vary from a given quote. You agree to pay or receive the prevailing market price at the time your market order is executed. You understand that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price you specify

25) Mutual Fund Transactions

In the event that you purchase or hold a mutual fund, you agree to read and understand the terms of its prospectus. You understand that certain mutual funds reserve the right to change their purchase, exchange or redemption procedures and/or suspend or postpone redemptions under certain market conditions. You further understand that any mutual fund order entered with ING DIRECT Investing is placed by ING DIRECT Investing on a best efforts basis as prescribed and recognized by the individual fund, and that ING DIRECT Investing is not responsible for unexecuted orders due to the failure of any communication system. You agree to be fully responsible for understanding the information contained within the mutual fund prospectus and to hold ING DIRECT Investing harmless for any deficiencies contained therein. You authorize ING DIRECT Investing to act as your agent in the purchase and redemption of fund shares.

By making a mutual fund or mutual fund family available to you, however, ING DIRECT Investing does not guarantee the appropriateness, fitness, or suitability of any mutual fund and ING DIRECT Investing makes no recommendation of any kind.

Make sure you read the mutual fund prospectus carefully before investing or sending money. You will find in it important details about your investment, including expenses and sales charges. Sales charges come in various forms; please make certain you understand any sales charges and fees you may pay and when you may pay them. See the ShareBuilder Pricing and Rates for a list of any transaction fees that may apply in addition to those fees or charges described in the mutual fund prospectus.

Mutual funds' past results are not a guarantee of future performance. The yield and total return on these securities reflect past performance and should not be considered an indication or guarantee of future performance. You may invest in no-load, no transaction fee (NTF) funds through ShareBuilder without paying a sales load or transaction fee. You acknowledge that ING DIRECT Investing reserves the right to change the funds available

through the NTF program and to prospectively reinstate the transaction fees on any funds. See the Mutual Funds Research pages for a current list of NTF funds.

Investment minimums, exchange requirements, and the timing of fund distributions in a ShareBuilder Account may differ from those applicable to positions held directly with a mutual fund. ING DIRECT Investing pays distributions when it receives distributions. In particular, customers who liquidate positions in funds that accrue daily dividends may not receive the accrued dividend until the scheduled monthly payable date for the fund.

Mutual fund shares acquired through the ShareBuilder Service may be sold through ShareBuilder via a Mutual Fund Sell order only. Except as to 'no transaction fee' funds, such sales will be subject to ING DIRECT Investing's base commission charge applicable to mutual funds. In addition, I understand that mutual fund shares cannot be sold until the business day after the purchase settles.

Excessive, short-term or market timing trading practices may disrupt portfolio management strategies and harm fund performance. To minimize harm to a fund and its shareholders, mutual fund companies may reserve the right to reject any purchase order (including exchanges) from any investor whom they believe has a history of excessive trading or whose trading may be disruptive to the fund. You should consult your fund's prospectus for its specific short-term trading policy. ING DIRECT Investing may restrict account owners or accounts that engage in excessive or disruptive trading from making mutual fund purchases. The purchase restriction may be temporary or permanent, and may apply only to certain mutual funds or all mutual funds. The decision to impose a purchase restriction may originate with a mutual fund company or may be made by ING DIRECT Investing, if ING DIRECT Investing believes such a block is warranted. You should consult your fund's prospectus for its specific definition of excessive trading. See the ShareBuilder Pricing and Rates for charges relating to no transaction fee mutual fund shares sold within 90 days of their purchase.

The standard cut-off time for mutual fund orders is 3:30 PM Eastern Time, but some funds may have earlier cut-off times as stated in their prospectus. The market may close earlier on holidays or for unforeseen circumstances. You understand that mutual fund purchase orders received by ING DIRECT Investing and entered into ING DIRECT Investing's systems before the cut-off time will receive the share price calculated that Business Day. Orders received by ING DIRECT Investing after the cut-off time will receive the share price calculated on the next Business Day. Communication or data processing delays may cause orders submitted too close to the applicable fund's cut-off time to be processed on a next Business Day basis.

26) Mutual Fund Disclosure

ING DIRECT Investing receives revenue sharing payments from mutual fund families and their distributor, based on the amount of these funds sold by ING DIRECT Investing and/or held through ING DIRECT Investing by its customers. These revenue sharing payments are in addition to the sales charges, 12b-1 fees and other fees and expenses paid by customers or the funds and disclosed in the fund's prospectus fee table. Revenue sharing payments give ING DIRECT Investing a financial incentive to sell certain mutual funds, and therefore create a conflict of interest that you should consider in making your investment decisions regarding such funds.

Additionally, Pershing may receive servicing fees from funds that participate in its no-transaction fee mutual fund program, in lieu of clearing transaction charges assessed to ING DIRECT Investing. ING DIRECT Investing shares with Pershing in such fees for providing shareholder services. These fees may be considered revenue sharing and are a significant source of revenue for Pershing and ING DIRECT Investing. These fees are paid in accordance with an asset-based formula.

You understand that ING DIRECT Investing is an indirect subsidiary of ING DIRECT and affiliate of ING Funds. You understand that, as to all of the shares of funds offered by ING DIRECT Investing from ING Funds, ING DIRECT Investing receives compensation for the services they provide to ING Funds, which compensation, in part, is based on the size of the assets in the ING mutual fund. Other affiliates of ING DIRECT Investing may be compensated for providing services to ING Funds.

You understand that ING DIRECT Investing receives compensation for sales of ING Funds mutual funds. The amount of compensation that ING DIRECT Investing receives varies depending on the mutual fund purchased and the particular share class purchased, as mutual funds (and share classes) are priced differently. For additional information and potential conflicts of interest arising from such activities and other activities of ING DIRECT Investing affiliates, see the fund prospectus and corresponding statement of additional information for each fund. You should carefully review these materials and consult with your financial advisor if you have any questions.

27) Automatic Investment Plan

If you set up a ShareBuilder Automatic Investment Plan, you are authorizing ING DIRECT Investing to purchase shares in the securities, in the dollar amount(s) and on the date(s) selected by you. ShareBuilder will implement those instructions by initiating fixed debits periodically from your ShareBuilder balance, from your linked bank account or from some other source as may be selected by you and permitted by ING DIRECT Investing. You understand that in order to establish an Automatic Investment Plan that is linked to a bank account, you must first set up a link to that bank account. Such bank links are governed by applicable Automated Clearing House rules. You also authorize ING DIRECT Investing to honor all debit entries initiated by you or on your behalf from time to time through your available cash balance. All such debits are subject to sufficient collected funds in your designated account to pay the debit when presented.

If there is insufficient cash from your cash balance or linked bank account to purchase shares for an Automatic Investment Plan, you understand that the automatic investment scheduled for that period may not take place. You understand and acknowledge that any change in ownership or cancellation of your Brokerage Account, or any transaction returned for any reason, including but not limited to insufficient funds, may result in the cancellation of your Automatic Investment Plan without prior notice to you. You understand and acknowledge that ING DIRECT Investments reserves the right to modify or terminate your Automatic Investment Plan at any time and for any reason upon notification to you.

You understand and acknowledge that, in order to terminate your Automatic Investment Plan, you must enter appropriate instructions through the ShareBuilder website. You will remain liable for all items that have not been settled at the time of termination of any plan.

ING DIRECT Investing will undertake to make transfers or purchases as instructed by you in order to affect your Automatic Investment Plan. You agree that ING DIRECT Investing will not be liable for any loss incurred by you in connection with transfers from or to your ShareBuilder account or other implementation of your Automatic Investment Plan unless it is grossly negligent in fulfilling its responsibilities in regards to your Automatic Investment Plan. In no event will ING DIRECT Investing be liable for consequential, special or indirect damages or losses. We may, at our discretion, require periodic oral or written reaffirmation of your instructions regarding transfers and we may terminate this service at any time. You will indemnify ING DIRECT Investing and its officers, employees, agents, successors, and assigns against any and all claims or liabilities by virtue of ING DIRECT Investing acting on your automatic investments instructions. This indemnity is unlimited and shall be binding upon your heirs, successors, and assigns. ING DIRECT Investing shall have no liability for its costs or damages resulting from inaccuracy of information which you provide to ING DIRECT Investing, or from your failure to update any information which you have provided.

28) Communications Between ShareBuilder and the Customer

By opening an account with us, and by agreeing to these Terms and Conditions, you agree to receive all communications from us via the World Wide Web or email. This includes, but is not necessarily limited to:

confirmations of transactions;

- account statements;
- financial statements;
- reports of portfolio holdings;
- reorganization notices; proxy materials;
- tax documents;
- notices of modifications to ING DIRECT Investing's, Privacy Policy and Terms and Conditions;
- annual and semiannual audited and unaudited reports for ING DIRECT Investing and other basic communications.

Communications sent to your email address or provided through our website must be retrieved and read promptly. In fact, all the communications we've sent to you by any means will be deemed to have been received by you.

You agree to advise us promptly of any changes to your email and/or mailing address.

You also agree to advise us promptly of any errors or omissions in any transaction or in the handling of your account. Failure to provide prompt notice of any errors is deemed to constitute acceptance of the accuracy of all information sent to you.

Further, you acknowledge that you have access to a printer in order to facilitate our document-delivery obligations and your record-keeping needs. You understand that we will not send trade confirmations, account statements and certain other reports/materials in hardcopy form.

29) Complaints

Our Customer Service Team is here to help, so if you have an issue to discuss regarding your account, these upstanding individuals will help work toward a solution with you.

You may get in touch with us in a few ways:

- Phone: 1-800-747-2537 (Monday - Friday, 8 AM - 9 PM ET)
- Email: customerservice@sharebuilder.com
- Or, written complaints can be sent to ING DIRECT Investing Attn: Customer Service, 83 South King Street, Suite 700, Seattle, WA 98104

30) Recording

We want to make sure you're getting the best service possible. That's why we reserve the right to record telephone calls to monitor the quality of service you receive; or, for other purposes we deem appropriate for our protection or for the protection of our customers.

31) Security and Confidentiality

We go to great lengths to keep your personal information and your brokerage account secure. We kindly ask that you do the same on your end, so here are the details:

- You agree that you will be fully responsible for the confidentiality of your user name and password. This means not sharing your user name or password with others, properly protecting your computer from intrusion and being careful not to log into your account from non-secure computers or networks at cafes, libraries and other public places.
- You agree that you will use robust passwords and change your password periodically.
- You further agree that you will be fully and solely responsible for all activities, including brokerage transactions that arise from the use of your user name and password.
- You agree to immediately notify us in writing or by email of any loss, theft or unauthorized use of your user name, password and/or account number(s).

32) Contributions to Qualified-Type Accounts

You are personally responsible for all tax consequences of any contribution to a qualified account (i.e. individual IRAs, Roth IRAs and Education Savings Accounts as well as employer-sponsored Retirement Accounts), including a contribution in excess of any respective limit under governing law (an "over-contribution"). You understand ING DIRECT Investing's business rule for posting a contribution as of the date of receipt into an account, regardless of the source of the funds for the deposit or the date/timing of any instruction or action which caused the deposit. You further understand that, in the absence of a specific instruction, the date of receipt at ING DIRECT Investing designates the "tax year" for a particular contribution.

You recognize that the foregoing policy also applies to a cash deposit which is the result of a promotional award to you by ING DIRECT Investing, or on your behalf by entitled third-parties such as your financial institution, to a qualified-type ShareBuilder Account; and that it is your responsibility to monitor related amounts and their timing. (Note: it can take as long as 4 to 6 weeks for such deposits to post to your account after being awarded.)

33) Unique Reorganization Distributions

In situations where the reorganization of a company results in the distribution of a security type or denomination which cannot be processed by ING DIRECT Investing, we reserve the right to liquidate or to decline to hold the resulting security. Examples of such unique distributions could include bonds, units and securities with unusual tax consequences.

34) Severability

Look who’s back after taking a break for a few Sections – it’s your friendly Terms and Conditions tour guide. Without further ado, here we go with more legal speak.

- These Terms and Conditions cover the entire agreement with respect to your access to and use of our website.
- If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

35) Successors

This Agreement will pass to the benefit of our successors, assigns and agents.

We may assign our rights and duties under this Agreement to any of our successors, subsidiaries or affiliates without giving notice or to any other entity on prior written notice to you.

In addition, you agree that this Agreement and all terms hereof, will be binding on your heirs, executors, administrators and personal representatives and any assigns permitted by ING DIRECT Investing.

36) Power of Attorney

You kindly agree and hereby irrevocably appoint ING DIRECT Investing with full power as your true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that we deem necessary or advisable to accomplish the purposes of this Agreement.

37) Limitations of Liability and Indemnification

To the extent permitted by law, ING DIRECT Investing shall not be liable for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) (“Losses”) by or with respect to the Account, except to the extent that such Losses are actual Losses proven with

reasonable certainty, are not speculative, are proven to have been fairly within the contemplation of the parties as of the date hereof, and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from ING DIRECT Investing's gross negligence or willful misconduct and without limiting the generality of the foregoing, ING DIRECT Investing will not be liable for any indirect, special, incidental or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

ING DIRECT Investing shall have no liability for and you agree to reimburse, indemnify and hold ING DIRECT Investing, its affiliates and their partners, directors, officers and employees and any person controlled by or controlling ING DIRECT Investing harmless from all expenses (including legal expenses and reasonable attorney's fees), Losses or damages that result from: (a) your or your agent's misrepresentation, act or omission or alleged misrepresentation, act or omission, (b) ING DIRECT Investing's following your or your agent's directions or failing to follow your or their unlawful or unreasonable directions, (c) any of your actions or the actions of your previous advisers or Custodian, (d) the failure by any person not controlled by ING DIRECT Investing to perform any obligations to you, and (e) your failure to provide accurate information on your ShareBuilder Account Application or to update that information as required..

38) Waiver, Modifications and Amendments

You agree that ING DIRECT Investing may change the terms of this Agreement by giving you notice of the new terms. You agree that your use of the ShareBuilder Service after notice of change to this Agreement, or if you do not close your ShareBuilder account within fifteen (15) calendar days of such notice, means that you accept the changes. Changes required by law, however, will be effective immediately.

Except as specifically permitted in this Agreement, no provision of this Agreement will be deemed waived, altered, modified or amended unless agreed to in writing by ING DIRECT Investing.

ING DIRECT Investing's failure to insist on strict compliance with this Agreement or any other course of conduct on our party will not be deemed a waiver of ING DIRECT Investing's rights under this Agreement.

39) Counterparts

This Agreement may be executed in any number of counterparts by you, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.

40) Survivability

If you like counting numbers, here we go: The provisions of Sections 6, 8, 9, 10, 12, 14, 15, 17, 23, 25, 27, 28, 34, 35, 37 and 38 shall survive any termination of this Agreement. The provisions of Section 36 shall survive the termination of this Agreement for a period of one year from the date of termination of this Agreement.

41) Thanks

Thanks for staying with us through the entire Terms and Conditions and Privacy Policy.

Sincerely, Your friends at ING DIRECT Investing