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432/932

Vision Checking Application & Agreement

1. Customer Information

Name of Primary Applicant (<i>First, Middle, Last</i>) or Business/ Trust/ Entity			Name of Co-Applicant (<i>First, Middle, Last</i>) or Business/ Trust/ Entity		
Social Security #/ Tax ID#		Date of Birth (<i>Month/Day/Year</i>)	Social Security #/ Tax ID#		Date of Birth (<i>Month/Day/Year</i>)
Physical/ Home Address (<i>P.O. Box is not acceptable</i>)		How long?	Physical/ Home Address (<i>P.O. Box is not acceptable</i>)		How long?
City	State/Province	Zip	City	State/Province	Zip
Mother's Maiden Name			Mother's Maiden Name		
Previous Address (<i>If above is less than 3 years</i>)			Previous Address (<i>If above is less than 3 years</i>)		
Mailing Address (<i>P.O. Box is acceptable if physical address provided above</i>)			Mailing Address (<i>P.O. Box is acceptable if physical address provided above</i>)		
Home Phone	Cell Phone Number	Business Phone	Home Phone	Cell Phone Number	Business Phone
Applicant's Present Employer			Co-Applicant's Present Employer		
Business Address			Business Address		
Position		Length of Employment	Position		Length of Employment

2. Corporate Account (*Please furnish a Corporate Resolution/Partnership Agreement*)

Name of Corporation (<i>or other entity</i>)		Corporate Officer Name (<i>for card</i>)	
Taxpayer Identification Number		Signature of Authorized Issuer at Corporation	
Business Type: <input type="checkbox"/> Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Entity <input type="checkbox"/> Other _____			

3. Sweep and Margin Account Instructions

Automatic Cash Investment: You must make ONE selection below. Excess cash balances must sweep to one of the funds or bank insured deposit options below. Applications without a selection will be rejected.

- Sweep to Bank Insured Deposit (FDIC Insured Deposit Account)
- Sweep to Dreyfus Money Market
- Sweep to Dreyfus National Municipal Money Market
- Sweep to Dreyfus Government Cash Management
- Sweep to Dreyfus Treasury Securities Cash Management

Account Options: (If you do not make a selection, carbon checks will be ordered.)

- Free Checking (\$100.00 Account Balance Required)
- Regular Checks (150 count)
- Checks with carbons (150 count)
- VISA Platinum Check Card (\$50 annual fee / \$10,000 cash and/or marginable securities required. Shaded fields must be completed before card is ordered.)

Vision Account Terms and Conditions

Introduction. This Agreement contains the terms and conditions of the Vision Account for the Customer(s) named on page one. A Vision Account is a securities brokerage account with special features, including, at the option of the Customer, certain Visa check card, check writing, and margin privileges. Until modified as provided below, this Agreement, together with consistent and applicable provisions of the Customer Information Brochure, shall govern the activities, rights, and obligations of the parties as they relate to the customer's Vision Account. In this Agreement, "Customer," "I," "me," or "my" means the Customer, or Customers in the case of a joint account, who signs this Agreement. "You," "your," or "HTS" means Hilltop Securities Inc. "Bank" means the state or national bank or trust company selected by HTS for its Vision Account under this Agreement, and which HTS will advise me of in writing when changed from the current bank which is PlainsCapital Bank, an affiliate of HTS. If I specified that I want margin loan privileges, all marginable securities in my account will be moved to a margin location.

1. Checks and Check Card. Upon my signing this Agreement and your opening of my Vision Account, I may withdraw funds from my Vision Account by means of check-like instruments technically known as "payable through drafts" (the "Checks") or through the use of a Visa Platinum Check Card (the "Card"). The Checks are drawn on HTS, but are payable through the Bank. This means that, even though I do not have an account at the Bank, the Bank will process my Checks. The Checks will be paid by HTS, but only if my Available Balance, as defined below, on the day each Check is presented to HTS exceeds the amount of the Check. I acknowledge that only one authorized signature is necessary to clear a check.

The Card is issued through UMB Bank, N.A. (UMB) by Customer's opening a Visa Platinum Check Card Account with UMB. HTS is not issuing the Card and my authority and power to engage in card transactions is conditional on UMB accepting my account. The Card may be used, to the extent of my Available Balance, for purchases or cash advances; such transactions will be presented to and paid by UMB with reimbursement by HTS from my Available Balance. I agree that any information I provide to HTS in connection with my Vision Account may be disclosed in whole or in part to the Bank or its agents for use in processing of Checks or to UMB for use in processing transactions on my Card. I will receive an account statement from HTS (for months in which account activity has occurred) which will set out the activity in my account, including Check activities, Card activities, transactions and fees. Although this account is not intended to be used as a household checking account, I may write Checks in any amount which are within my Available Balance. An excessive number of Check transactions is inconsistent with the investment purposes of the Vision Account and HTS may terminate my Check writing privileges if, in HTS' sole judgment, it appears that the number of Checks I write under the program is excessive.

2. Sweep Program. Any available cash balance in my Vision Account as of the end of the business day will automatically be invested or deposited the next business day in the sweep selection that I have designated. For complete sweep account disclosures please see the Customer Information Brochure or our website at www.hilltopsecurities.com.

3. Available Balance. The aggregate amount available at any time for Check or Card transactions (the "Available Balance") shall be the total from time to time of the uninvested free cash balance of my Vision Account held pending investment plus the interest in my Automatic Cash Investment Fund, reduced by pending HTS account transactions and by the amount of all Checks or Card transactions paid by HTS but for which HTS has not yet reimbursed itself from my Vision Account. If I have elected to make my Vision Account a margin account, then my Available Balance shall be increased by the amount, if any, equal to the margin loan value for securities held in my account. **However, for my protection, the maximum amount available for Card transactions shall not be more than \$5,000.** Because my Available Balance is dependent upon the status of transactions in my account, my Available Balance will fluctuate from day to day. I agree to maintain cash and assets in my Vision Account to ensure my Available Balance is sufficient to cover all Checks I write and Card transactions I make, both on the date that I write the Check or make the transaction and on the date for payment of such Checks or transactions. If my Available Balance is insufficient to satisfy Checks presented to HTS, the Checks will be returned and rejected unpaid. UMB and Bank have not committed to lend me any amount, except that HTS will lend to me, insofar as there are securities with an available margin loan value in my Vision Account and I have elected to margin my account. If my Available Balance is insufficient to satisfy a Check or Card transaction presented to HTS and HTS determines to honor such Check or Card transactions, I will pay HTS the amount of those Checks or Card transactions on demand. I authorize HTS to make such payments, to the extent sufficient funds can be provided, from the following sources in order of: (i) redemption of investments in the Automatic Cash Investment Fund, (ii) free credit cash balances, if any, held in my Vision Account pending investment, and to the extent the foregoing are insufficient, then (if I have selected the margin feature), (iii) to advance such moneys as are available, within the Available Balance, from the margin loan value of the securities held in my Vision Account.

4. Margin Account. If I have elected to maintain the Vision Account as a margin account on the front of this agreement, then the provisions of this Section 4 apply; otherwise this Section 4 does not apply. I may seek margin loans from HTS secured by the assets in my Vision Account in amounts not to exceed the margin value of the

securities as determined by HTS; requests for such loans into the account may be made by Check or Card transactions which would otherwise not be covered by Automatic Cash Investments, or otherwise upon any request. Such loans are payable on demand.

I agree that securities and other property in my account may be carried in HTS' general loans and may be pledged or hypothecated separately or in common with other securities and any other property for the sum due to HTS thereon or for a greater sum and without retaining in HTS' possession and control for delivery a like amount of similar securities or other property. HTS is further authorized to collect all income and other payments which may become due on my securities, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or if the par value of any shares is changed, to effect the exchange for new certificates. I understand and agree that although HTS will use reasonable efforts to effect the authorization set forth in the preceding sentence, HTS will incur no liability for HTS' failure to effect the same.

5. Fees and Charges. HTS will charge me an annual fee, which HTS may change at any time, for my use of a Vision Account, and HTS will also charge me, and may withdraw from my account charges for the following: Check reorders, stop payment orders, insufficient funds charges, and any fees Bank charges HTS for my Check usage. I agree to pay interest to you on any debit or delinquent balances at your customary rate but in no event in excess of the maximum lawful rate as further disclosed to me in the Customer Information Brochure, a copy of which I have received. I agree to pay agency commissions or dealer charges determined by you on transactions in my accounts, transaction fees and costs that you incur in connection with transactions in my account, and such charges as you may make to cover your facilities and extra services.

6. Terminations of Accounts. Either HTS, Bank, UMB, or I may terminate my Vision Account at any time upon written notice to the other. Termination of the account does not reduce obligations of each of us which arose from activities occurring prior to account termination. In the event of any termination, HTS may withhold from assets then in my Vision Account such amount as it may reasonably believe necessary to pay any amounts to HTS or Bank, and apply such amounts first to pay HTS and second to pay Bank. If my participation in the HTS Vision Account is terminated, either by me or HTS, I will promptly return all unused Checks and any Card(s) to Hilltop Securities Inc., Vision Department, 717 N. Harwood Street, Suite 3400, Dallas, Texas 75201.

7. Modifications. I agree that you have the right to amend this Agreement at any time by sending me advanced written notice of such amendment, including changing the Bank or discontinuing any features of the Vision Account. My use of the Checks or Cards after receiving such written notice shall constitute my agreement to any such amendments. This Agreement cannot be otherwise modified other than by written agreement between me and HTS on a HTS approved form and signed by an authorized officer in HTS' administrative or executive offices. If any provision of this Agreement is found invalid or unenforceable in any respect, then that finding will not affect the validity of the remaining provisions of the Agreement.

8. Set off. I agree that all securities and other property which HTS may hold or control for me or which are due to me (either individually or jointly with others), and the proceeds thereof, shall be subject to, and there is hereby granted to HTS, a general lien, security interest and right of set off to HTS for the discharge of all my obligations to HTS. HTS may, in its discretion and without notice to me, deduct any amounts which may become due by me to HTS from my account and apply or transfer any of my securities and other property interchangeably between any of my accounts. In the event of default of any obligation to HTS, or if for any reason HTS may deem it advisable for protection, HTS may, without notice or demand to me, and at such time and place as HTS may reasonably determine, sell any securities or other property which HTS may hold for me or which is due to me (either individually or jointly with others) and apply the proceeds to the discharge of the obligation, or (in margin account) buy in or borrow any securities or other property sold for my account but undelivered by me, and cancel any outstanding orders and take such other action as HTS deems appropriate. I shall remain liable for any deficiency and shall promptly reimburse HTS for any loss or expense incurred thereby, including losses sustained by reason of HTS' inability to borrow any securities or other property sold for my account.

9. Other Provisions. I agree that any written notice under this Agreement will be made by hand-delivery or first class mail, postage prepaid, at the addresses indicated for each of us (or such other address as we may advise the other in writing), and that such notice by mail shall be deemed effective as of the date mailed.

Fee Schedule

Annual Fee (Basic Vision Account, Checking)	Free
VISA Platinum Check Card Annual Fee	\$50
Returned Check/NSF	\$25
Stop Payment Request	\$25
Photocopy of Canceled Check	\$10
ATM Transaction Fee	\$1
Personal Checks (initial order)	Free
Check Reorders	\$15
2 nd VISA Card on Account Opening	