

TAB 3

smithbarney.com
Client Service Agreement



smithbarney.com is an Internet-based service that provides you with a 24-hour connection to Smith Barney using your personal computer and Internet connection to:

- Access your Smith Barney account information, including account positions, values, and activities,
- Communicate via Site E-mail with your Financial Advisor (limitations apply - see the smithbarney.com Client Service Agreement),
- View Smith Barney research and investment information, news and performance charts.

Account Information

Please provide the following information for your main account.

Account Name	Smith Barney Account Number	Security Code Word (e.g., mother's maiden name)
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Taxpayer Identification Number or Owner's Social Security Number (as applicable)

For security reasons, smithbarney.com allows a user name to view only those account(s) that are currently mailed in the same statement envelope ("Statement Consolidation").

- Check here and complete the information below (Statement Consolidation Client Consent) to link accounts into the same Statement Consolidation group for online viewing and statement mailing purposes.

Authorization

I acknowledge that I have read, understand and agree to the terms and conditions of the smithbarney.com Client Service Agreement.

By signing this Application, I acknowledge that I have received the smithbarney.com Client Service Agreement (Form 5582), which contains a pre-dispute arbitration clause in paragraph 22, on page 5.

Owner/Authorized Representative's Name (please print)

Owner's/Authorized Representative's Signature

Date

Statement Consolidation Client Consent

To view multiple accounts on smithbarney.com, the accounts must be consolidated. This means that your client statements are mailed to you in one envelope. For example, if you receive your Financial Management AccountSM (FMA[®]) statement and your IRA statement in the same envelope, but your spouse's IRA statement is mailed in a separate envelope, initially you will be able to view the FMA account and *your* IRA only. With your spouse's permission, you may add his/her IRA account to your Statement Consolidation group.

To add accounts to a statement consolidation group now, please complete the information below. These accounts will be linked to the client account number entered in the Account Information section in this Application and will be consolidated both for smithbarney.com viewing purposes and for statement mailings. Please note that the account owner/authorized representative's signature is required below and that both co-owners' signatures are required for Joint Accounts.

Smith Barney Account Number	Account Owner/Authorized Representative's Name	Account Owner/Authorized Representative's Name	Date
	Joint Account Owner's Name	Joint Account Owner's Name	Date
Smith Barney Account Number	Account Owner/Authorized Representative's Name	Account Owner/Authorized Representative's Name	Date
	Joint Account Owner's Name	Joint Account Owner's Name	Date
Smith Barney Account Number	Account Owner/Authorized Representative's Name	Account Owner/Authorized Representative's Name	Date
	Joint Account Owner's Name	Joint Account Owner's Name	Date

For Smith Barney New Accounts	smithbarney.com without additional consolidation	CPI 5582 (Application Front)
Department Use Only	smithbarney.com with additional consolidation	CPI 5582 (Application Front) and CPI 5109 (for each account listed in Section 1)

Please return this application to your Financial Advisor.

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 Citigroup Global Markets Inc. and Citibank are affiliated companies under the common control of Citigroup Inc.

SMITHBARNEY.COM CLIENT SERVICE AGREEMENT

This smithbarney.com Client Service Agreement ("Agreement") is between Citigroup Global Markets Inc. ("Smith Barney" or "SB") and you. The Agreement describes the terms and conditions by which you will receive certain electronic services ("Services"), including electronic access to your securities account(s) through SB's Internet site ("Site"). This Agreement does not cover transactions that you may enter through SB's proprietary online order entry ("Online Trading") or other systems. Enrollment in such transaction service(s) are made through execution of separate applications and terms of use. Before you activate your account(s) and to receive the Services described here, you must complete the smithbarney.com Client Service Agreement or the online enrollment process as directed by SB ("Form"), agree to these terms and conditions and be accepted for the Services by SB. SB may in its sole discretion allow you to activate your account and consent to the terms and conditions of this Agreement by means of an electronic signature or other form of online consent ("Online Consent").

THE SERVICES AND INFORMATION ON THE SITE DO NOT CONSTITUTE AN OFFER OR SOLICITATION.

You acknowledge that the Services provided on the Site are for informational purposes only and the Services do not constitute an offer to sell or a solicitation of an offer to buy any security that may be referenced on the Site, except where an offer is explicitly made through the availability of a prospectus on the Site. Such offers can only be made where lawful under applicable law. Although the information on the Site may include material about the investment process generally, as well as research commentary relating to specific securities, SB is not providing personalized investment advice through the Services and does not represent that any such securities are suitable for you. If you wish to learn more about information on the Site, you may contact your Financial Advisor.

MOST INVESTMENT PRODUCTS HAVE RISKS.

You acknowledge and understand that, except as otherwise provided below, all investment and insurance products referenced on the Site and purchased or sold through SB:

- Are not insured by the Federal Deposit Insurance Corporation ("FDIC").
- Are not a deposit or other obligation of a depository institution and are not guaranteed by a depository institution.
- Are subject to investment risks, including the possible loss of the principal amount invested.

Bank-issued certificates of deposit purchased through SB and the SB Bank Deposit Program are insured by the FDIC (up to \$100,000 principal and interest combined for each insurable capacity).

1) DESCRIPTION OF OUR SERVICES

a) SB, through smithbarney.com, shall arrange for you to have electronic access to, and to download to your computer or other electronic device (collectively, "Computer"), the Services, including but not limited to the provision of information ("Information") through the Site by means of an unaffiliated Internet service provider (the "Internet Service Provider"). The Services and Information may include online account status, access to securities quotations, and electronic access to SB research commentaries and to news stories and other Information prepared by third party vendors, as well as the ability to communicate electronically with SB through the e-mail function on the Site ("Site E-Mail"). SB may cancel or change the Services or level of Services or activation instructions at any time by written or online notice or Site E-Mail. By activating your account(s), and using the Services, or properly executing the Form (Including providing Online Consent if permitted by SB) you will evidence your acceptance of this Agreement and your agreement to comply with all rules or restrictions applicable to the Service.

2) THE SERVICES MAY NOT BE AVAILABLE TO CERTAIN PERSONS OR AT CERTAIN TIMES

a) SB is not required to make available or to continue to make available the Information and Services to residents of any non-U.S. jurisdiction where SB determines, in its sole judgment, that furnishing them to such persons might be unlawful under the laws of such non-U.S. jurisdiction or the laws of the U.S., or compliance with either of such laws is impractical or commercially unreasonable.

b) You acknowledge that the Services may not be continuously available.

3) HARDWARE AND SOFTWARE NECESSARY TO ACCESS THE SITE

You agree to be solely responsible for the installation, operation and maintenance of the equipment ("Hardware") and software ("Software") necessary to access the Site. You also agree to use the level of encryption security required by SB.

4) USER CODES NECESSARY TO USE THE SERVICES AND YOUR RESPONSIBILITY FOR USER CODE CONFIDENTIALITY

a) If on the date you complete and execute the Form, you do not already subscribe for the Services, SB will provide you with a temporary user name and, under separate cover, a temporary password, which you will be required to use the first time you access the Site and use the Services. After you receive your temporary user name and password, you agree to promptly convert them to a permanent user name and password. (If you activate your account(s) and consent to this Agreement by means of Online Consent, you will not receive a temporary user name or password.) You understand that you will be unable to use the Services without a permanent user name and password. If on the date you complete and execute the Form (or give Online Consent if permitted by SB), you subscribe only for the Service and wish to begin using the Online Trading system, you may continue to use the permanent username selected by you, but to use the Online Trading system you must complete the smithbarney.com Client Services and Trading Agreement (Form 5628) and be enabled by your Financial Advisor for the Online Trading system. All user names and passwords will be designated collectively as "User Codes" (except for "Client ID" where so indicated) for the remainder of this Agreement.

b) Clients with accounts domiciled in the United States ("Domestic Accounts"): You agree to be responsible for the confidentiality of your User Codes and not to provide them to any third party. You understand and agree that your User Codes may be used only by you and may not be disclosed or provided by you to any other person, including any other person who is named as an owner of your account(s). Such other owners of your domestic accounts or persons to whom you or such other owner has given trading or other transactional authority shall create a separate username and password to access such account(s) as SB shall direct.

c) Clients with accounts domiciled outside the United States ("International Clients"): You agree to be responsible for the confidentiality of your User Codes and not to provide them to any third party, provided that such User Codes (except the Client ID) may be provided to any person designated by you in writing and accepted by SB solely for the purpose of permitting such person to gain electronic access to any information concerning your account(s) for any purpose other than effecting securities transactions through the Online Trading system. You understand and agree that your Client ID may be used only by you and may not be disclosed or provided by you to any other person, including any other person who is named as an owner of your account(s). (Any other owner of your account may receive a separate Client ID from SB at such owner's request, or upon the request of any person to whom such owner has given discretionary trading authority.)

d) You agree to be responsible for all statements made and acts or omissions that occur if and while your User Codes are being used by you and/or other persons. SB is not responsible for any breach of security caused by your failure and/or the failure of other persons to maintain the confidentiality of your User Codes, including your Client ID. You agree to notify SB immediately in the event of loss or theft of any or all of your User Codes, or if you believe the confidentiality of any or all of your User Codes has been compromised in any way, or in the event you learn about a possible or actual unauthorized use of the Services or the Trading System. You agree that SB will not be liable for any claims or losses incurred if you fail to notify SB of the occurrence of any of these events. In the event your User Codes are lost or stolen, you agree to obtain promptly temporary User Codes from SB and to convert them promptly to permanent User Codes. You understand that SB reserves the right to revoke any or all of your User Codes at any time and for any reason without prior notice.

5) CONSOLIDATED ACCOUNTS

a.) If you have selected to consolidate your accounts for online viewing and consolidated delivery purposes with other Owners or if your client statements are mailed to you in one envelope with those of other Owners ("Statement Consolidation") then you and others in the Statement Consolidation group are able to view all such accounts (yours and theirs) online through the Service as a consolidated group and in print as applicable. By consolidating your statements you authorize and consent to the display of your personal and financial information to others in your Statement Consolidation group. For purposes of clarity, if you receive your Financial Management AccountSM (FMA[®]) statement and your IRA statement in the same envelope, but your spouse's IRA statement is mailed in a separate envelope, initially you will be able to view the FMA account and your IRA only. With your spouse's permission, you may add his/her IRA account to your Statement Consolidation group and you and your spouse as well as all other account Owners in the Statement Consolidation group can access and

view each others statement and related Information.

b.) The accounts in the Statement Consolidation group will be linked to the client account number entered in the Account Information section of the Application accompanying this Agreement and will be consolidated both for smithbarney.com viewing purposes and in the same envelope for statement mailings. Please note that account owners'/authorized parties' signatures are required below and that co-owners' signatures are required for Joint Accounts.

c.) If you have designated on the Form that accounts owned by persons other than you may be added to the Statement Consolidation group with account[s] that you own, and such other persons have agreed to such Statement Consolidation, a sub-user identification ("Sub-User ID") code can be assigned through the Site for each person whose account has been consolidated with your account[s]. The Sub-User ID may be used by such persons to gain access to any information concerning account[s] in the Statement Consolidation, but in no event may the Sub-User ID be used by such persons for the purpose of effecting securities transactions through the Online Trading system. All restrictions applicable to User Codes described in this Agreement also apply to Sub-Users. Creation of a Sub-User ID does not prohibit each Owner of a domestic account or persons with discretionary trading authority from creating a separate Username to access their account(s) as described in this Agreement.

6) YOUR COMMUNICATIONS WITH SMITH BARNEY MAY BE RECORDED ELECTRONICALLY

In connection with your use of the Services, you acknowledge and consent to the taping or any form of electronic recording of any communication, electronic or verbal, between you and SB or its representatives or agents to the extent permitted by law. You acknowledge and consent to the recording, retention, monitoring and use by SB (and its employees, representatives, affiliates and agents) of all instructions you give to SB, all Site E-mail and non-Site E-mail messages you send to SB or receive from SB, and all information and data that you input or provide during your use of the Services, including without limitation, all selections and uses of calculators and other tools included therein. The foregoing information may be used by SB pursuant to the confidentiality provisions set forth in this Agreement.

7) STANDARDS FOR COMMUNICATING ELECTRONICALLY WITH SMITH BARNEY

a) You agree not to use Site E-mail or non-Site E-mail for the following purposes: (i) placing orders to purchase or sell a security or to transfer funds, (ii) using Site E-Mail to transmit personal credit information (including credit card numbers), or (iii) give instructions to change or confirm your User Codes, (iv) giving notice of change of address, and (v) giving SB any time sensitive instructions. SB will not be required to act upon any such communication, makes no guarantee of fulfillment of such requests and will not be liable for any losses resulting from failure to so act.

b) You agree to use only an SB authorized communication facility ("Authorized Communication") as instructed by SB when and if made available by SB, through the Site or otherwise for specific service or administrative requests (such as but not limited to a change of address or time-sensitive instructions).

c) You agree to provide SB with your non-Site e-mail address (and any changes to such address) so that SB may if necessary communicate with you electronically. There can be no certainty that any Site E-mail or non-Site E-mail will be transmitted to you in a timely manner.

8) SMITH BARNEY OR OTHER PARTIES HAVE PROPERTY RIGHTS IN THE SITE, INFORMATION AND THE SERVICES

a) The Services and any Information provided through the Services, are being provided by SB only for your personal, non-commercial use. You may download the Information to the Computer and print out a hard copy for your personal reference, provided that you agree not to remove any copyright or other notices contained therein. You agree that any ideas, concepts, comments, suggestions, techniques or know-how (collectively, "Submissions") you submit to SB about the Site is the exclusive property of SB. You also agree that SB may use such Submissions for its own commercial benefit without being required to compensate you, and you hereby irrevocably transfer and assign to SB any copyright or other rights you may have in the Submissions.

b) The Services and the Information are the property of SB or other persons or entities that allow SB to distribute their information or data ("Information Providers"), and are protected by applicable copyright, patent, trademark or other intellectual property laws. Except as expressly authorized herein, you may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, or commercially exploit such Information or any of the Services provided in any manner (including electronic,

print or other media now known or hereafter developed) without the written consent of SB. You also agree not to use the Information or Services for any unlawful purpose, and you shall comply with any request of SB or any of the Information Providers to protect their respective rights in the Information or the Services. The provisions of this section will survive termination of this Agreement.

9) INFORMATION ON THE SITE IS SUBJECT TO CHANGE

The accuracy, completeness, sequencing or timeliness of Information is not guaranteed by SB or any Information Provider and is subject to change. Dated Information or other dated material contained on the Site reflects the authors' analysis as of the published date. Neither SB nor any Information Provider is under an obligation to update the Information or other material or to reflect circumstances that may occur after the earlier of the date first appearing on the Site or the date contained in the Information or other materials.

10) LINKING FROM SMITH BARNEY'S SITE TO OTHER WEB-SITES

In the event you use the Services or the links included on the Site to gain access to a World Wide Web site or Internet location or source of information of any company, organization or person other than SB, you acknowledge that such other sites or locations are not under the control of SB and agree that SB shall not be responsible for any information or other links found at any such World Wide Web site or Internet location or source of information, or for your use of such information. SB provides such links only as a convenience to you, and has not tested any software or verified any information found at such sites, including the content of any prospectus or sales literature contained on such sites (except with respect to a prospectus or sales literature prepared by SB). The fact that SB has provided a link to another site does not signify an endorsement of the site or its contents by SB or constitute a recommendation by SB of any security referenced on the site.

11) THE SITE MAY NOT BE USED FOR CERTAIN PURPOSES

a) Transmission or use of any material in violation of this Agreement, or any applicable law, rule or regulation (whether of the United States or other countries), or the rights of any third party, is prohibited. This includes, but is not limited to, copyrighted material, material that is defamatory, threatening or obscene, material protected by trademark, trade secret, or patent laws, or material that results in an invasion of privacy.

b) SB is not in the business of providing tax or legal advice. You understand and agree that materials and any tax-related statements are not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Tax-related statements, if any, may have been written in connection with the "promotion or marketing" of the transaction(s) or matters(s) addressed by such materials, to the extent allowed by applicable law. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

c) The provisions of this Paragraph will survive termination of this Agreement.

12) SMITH BARNEY MAKES NO WARRANTIES OR PROMISES TO YOU REGARDING THE FOLLOWING:

a) Completeness, Accuracy and Timeliness of Information: SB does not guarantee the accuracy, completeness, sequence or timeliness of the Information, nor will it have any responsibility for indirect, consequential, or special damages you may incur (i) for any reliance by you on Information or for the reliability, accuracy, completeness, sequence or timeliness thereof, (ii) for any delays or errors in the transmission or delivery of any part of the Information or Services, or (iii) for any use of Site E-mail or non-Site E-mail.

b) Timeliness of Price Quotations on the Site: If you use the Services, any quotations or prices provided as part of the Services may be delayed and may not reflect the prices at which the applicable securities may be bought or sold. You should not make any decisions to buy or sell securities based on such quotations or prices.

c) Continuation of the Services: SB does not guarantee that it will continue to make the Information, the Services available to you, whether by the same methods currently used or otherwise. You agree not to hold SB liable for any damages arising from a discontinuation or modification of all or part of the Services or the Information.

d) Computer Viruses: SB shall not be liable for any harm caused by the transmission through the Services or Information, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the Services or any of your Software, Hardware, data or property.

e) Information and Software of Third Parties: SB makes no representation and assumes no liability regarding the quality, accuracy, or suitability of any information or software found on any other site not under SB's control, or software or hardware developed by any third party that SB distributes to you.

f.) The provisions of this Paragraph will survive termination of this Agreement.

13) LIMITATIONS ON THE LIABILITY OF SMITH BARNEY AND THIRD PARTY PROVIDERS

a) Except as expressly set forth in this Agreement, SB and its affiliates and agents, as well as the Information Providers, hereby expressly disclaim all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, and error-free and uninterrupted services and disclaim any liability predicated upon such warranties. SB and the Information Providers do not guaranty or make any representations or warranties or assume any liability to you regarding (i) the use or the results of the use of the Services or the Information, including without limitation any financial results based on use of the Services, the Trading System or Information or any delay or loss of use of the Services, or (ii) effects on or damages to Software and Hardware in connection with any use of the Site or Services .

b) SB and its affiliates and agents, as well as the Information Providers, shall not be liable for any losses or damages incurred by you or by any person to whom a Sub-User ID has been assigned, or by any of your agents, related in any way to your use (or their use) of the Services or Information , and in any case SB's liability to you shall not exceed the fees and commissions you pay to utilize them. Except as otherwise provided by law, SB will have no liability for losses caused by the negligence, actions or failure to act of the Internet Service Provider or any Information Provider, and to the extent permitted by law, SB will not be liable to you for any indirect, special, incidental or consequential damages (regardless of whether such damages were reasonably foreseeable), or for any loss that results from a cause over which SB or any other such entity does not have control, including but not limited to failure of electronic or mechanical equipment, unauthorized access, strikes, failures of common carrier or utility systems, severe weather, or other causes commonly known as "acts of god", whether or not such cause was reasonably foreseeable.

c.) The provisions of this Paragraph will survive termination of this Agreement.

14) CONFIDENTIALITY OF PERSONAL INFORMATION

SB will use reasonable precautions to maintain the confidentiality of Information you receive and material and/or data ("Data") you provide, create, input or develop in connection with your use of the Services . Nonetheless, because such Data you send or Information you receive are provided through the Internet, you hereby acknowledge and agree that there can be no assurance that such transmissions, or any communication through either Site E-mail or any non-Site E-mail, will continue to be confidential. SB may also permit information about your account[s] to be disclosed under the circumstances described in this Agreement. In addition, you acknowledge and agree that SB may disclose your name and other personal and financial information about you to its employees, representatives, officers, agents, and affiliates, as well as a governmental entity or self-regulatory authority, an Internet Service Provider or any other third party agent or service provider: (a) for any purpose related to offering, providing, administering or maintaining the Services, (b) to comply with applicable rules, orders, subpoenas or other legal process, or (c) for any other purpose described in SB's privacy notices, privacy statements, disclosures and documents regarding your privacy and the confidentiality of personal Information about you including but not limited to a document entitled "Important New Account Information" as amended from time to time. You acknowledge receiving at least one of these documents. The provisions of this Paragraph will survive termination of this Agreement.

15) NEW YORK LAW GOVERNS THIS AGREEMENT

Except for statutes of limitation applicable to claims, this Agreement and all the terms herein shall be governed by and construed in accordance with the laws of the State of New York without giving effect to such State's conflicts of law rules. The statute of limitation applicable to any claim shall be that which would be applied by the courts of the state in which you reside. The provisions of this Paragraph will survive termination of this Agreement.

16) FEES AND COMMISSIONS FOR THE SERVICES

a) SB may, in its discretion, charge fees for the Services. SB may also waive any fee in its discretion. If SB elects to charge such fees, they will be displayed on the Site and will also be available from your Financial Advisor. The fees that SB may charge will not include any fees separately imposed by the Internet Service Provider or other

telecommunications service provider. Fees for the Services may be charged monthly and will begin to be paid in the first full month in which you activate your account, except that SB may elect at its discretion to delay the month in which fees will begin to be paid. Once you have activated your account, SB may charge you fees whether or not you use the Services. If SB elects to charge fees, they will be deducted from the account you have designated on the Form ("Designated Account"). If the Designated Account is an Individual Retirement Account, payment of such fees may be deemed a taxable event and may be subject to an additional tax if you are under age 59 1/2 and not disabled. If SB elects to charge fees, SB may change or add fees for the Services by giving you prior notice in writing or by notice through the Site. The provisions of this Paragraph will survive termination of this Agreement.

17) RESPONSIBILITY FOR TAXES

You agree to pay if and when due all federal, state and local taxes applicable to your subscription to, use or receipt of the Services.

18) THIS AGREEMENT, AND THE SERVICES, MAY BE TERMINATED BY SMITH BARNEY AT ANY TIME

a) This Agreement, and the Services, may be terminated without penalty by SB at any time and for any reason without prior notice to you.

b) If this Agreement is terminated, you authorize SB to deduct any applicable fees for use of the Services from your billing account for the period through the end of the month in which this Agreement is terminated. Certain Paragraphs or sections thereof in this Agreement will survive termination of this Agreement as noted in such Paragraph or section.

19) WHEN THIS AGREEMENT CAN BE ASSIGNED BY YOU AND BY SMITH BARNEY

a) This Agreement and your rights and obligations hereunder may not be assigned by you without the written permission of SB, shall inure to the benefit of SB's successors and assigns whether by merger, consolidation or otherwise, and shall be binding upon your executors, administrators, heirs, successors and permitted assigns. SB may assign this Agreement or any of its rights or obligations under this Agreement to a company affiliated with SB or to any successor company (whether by merger, consolidation or otherwise), or to any other person or entity at any time without your consent.

b) You may not sell or distribute commercially the Information or the Services.

20) AMENDMENT, MODIFICATION AND WAIVER OF THIS AGREEMENT

a) This Agreement is in addition to, and does not nullify, any other agreement, including amendments to any such agreement (collectively, "Client Agreement"), that you have signed or otherwise agreed to governing your relationship with SB. This Agreement is the entire understanding of the parties and supersedes all previous agreements and understandings, whether written or oral, between you and SB concerning your use of the Information, and Services. Termination of this Agreement will not result in the termination of the Client Agreement, the terms of which will continue to be in full force and effect.

b) Except as herein provided, no waiver, modification or amendment of any provision of this Agreement will be effective against SB unless the same is in writing and signed by an authorized official of SB. SB may modify these terms and conditions at any time upon prior written notice or by notice through the Site. You agree that if you use the Services after such notification of changes in this Agreement, you will be bound by all such changes. At the time of such modification, you will have the opportunity to reject such modification by e-mail or written notice to SB, which rejection shall constitute a termination of this Agreement and of your rights to access and use the Site, the Services, and the Information. Should any term or provision of this Agreement be held to be invalid or unenforceable by any court of competent jurisdiction or by a governmental agency or self-regulatory authority, or subsequently become invalid and unenforceable as a result of a change in applicable law, the remaining terms and provisions shall continue in full force and effect.

c) SB's failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on SB's part to exercise any power or right given to SB in this Agreement, or a continued course of such conduct on SB's part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to SB in this Agreement are cumulative and not exclusive of any other rights or remedies which SB otherwise has at law or equity.

21) INDEMNIFICATION

You hereby agree to indemnify and hold harmless SB (and its directors, officers, employees, control persons, vendors, licensors and agents), and any Internet Service

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Provider and Information Provider, from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to your breach of your agreements, representations and warranties contained in this Agreement, or the use of the Site, the Services, and the Information by you, by other persons to whom you have provided your User Codes pursuant to the provisions set forth in this Agreement, and by persons who have been assigned a Sub-User ID. This indemnification shall be binding upon you and your executors, administrators, heirs, successors and permitted assigns. The provisions of this Paragraph will survive termination of this Agreement.

22) AGREEMENT TO ARBITRATE

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

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

I agree that all claims or controversies, whether such claims or controversies arose prior, on or subsequent to the date hereof, between me and SB and/or any of its present or former officers, directors, or employees concerning or arising from (i) any account maintained by me with SB individually or jointly with others in any capacity; (ii) any transaction involving SB or any predecessor firms by merger, acquisition or other business combination and me, whether or not such transaction occurred in such account or accounts; or (iii) the construction, performance or

breach of this or any other agreement between us, any duty arising from the business of SB or otherwise, shall be determined by arbitration before, and only before, any self-regulatory organization or exchange of which SB is a member. I may elect which of these arbitration forums shall hear the matter by sending a registered letter or telegram addressed to Smith Barney at 77 Water Street, New York, N.Y. 10005, Attn: Law Department. If I fail to make such election before the expiration of five (5) days after receipt of a written request from SB to make such election, SB shall have the right to choose the forum.

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; (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.

The provisions of this Paragraph will survive termination of this Agreement.

23) CERTAIN ENTITIES HAVE RIGHTS UNDER THIS AGREEMENT EVEN THOUGH THEY ARE NOT PARTIES

SB requires permission from each of the national securities exchanges and the national securities association for the over-the-counter securities markets ("Securities Markets") to make available to you market data relating to securities ("Affected Securities") that are listed on such Securities Markets. In connection with obtaining such permission, you understand and agree that this Agreement confers third-party beneficiary status on each of the Securities Markets that make available market data relating to Affected Securities. In authorizing SB to take any action, or to receive any communication, this Agreement authorizes SB to act on its own behalf and on behalf of the Securities Markets. Each Securities Market may enforce this Agreement as to market data that it makes available, by legal proceeding or otherwise, against you or any person that obtains and uses market data improperly, unlawfully, or in any other way that this Agreement does not permit. No act or omission on the part of SB and no other defense that might defeat recovery by SB against you shall affect the rights of the Securities Markets as third-party beneficiaries under this Agreement. The provisions of this Paragraph will survive termination of this Agreement.