

May, 2010

**USA Mutuals Partners  
Insured Cash Shelter Account  
Terms and Conditions**

The Insured Cash Shelter Account Program, as amended from time to time (the "Program") offered by USA Mutuals Partners Inc. ("USA Partners") is unique insofar as it is designed to give customers the ability to protect their money by placing it in interest-bearing deposit accounts at banks and savings institutions throughout the United States in a manner that maintains full insurance of the funds by the Federal Deposit Insurance Corporation (the "FDIC").

**Program Summary.** A network of FDIC-insured banks and savings institutions known as the Deposit Network<sup>®</sup> has been developed by Institutional Deposits Corp. (the "Network Administrator") for the purpose of enabling investors to place funds ("Deposits") with qualified FDIC-insured banks and savings institutions in the United States (the "Participating Banks"). The Network Administrator will allocate your Deposits among one or more Participating Banks so that no more than the "FDIC Limit Amount" (as defined under "FDIC Insurance on Your Account" below -- currently \$250,000) is held by any one Participating Bank and all of your funds are fully FDIC insured, together with the interest due to you on your Deposits. Placement of Deposits through the Network Administrator's Deposit Network<sup>®</sup> is structured using an agency account format. It is your agreement that USA Partners will hold all funds placed in the Program as your agent, as a result of which you will maintain beneficial ownership of the Deposits. Funds received by USA Partners for the Program will be transferred to Wells Fargo Bank, N.A. as the custodian bank for all Deposits in the Program (the "Custodian") and all Deposits will be designated by the Participating Banks as being held in the name of an "agent for others".

**Investment Considerations Regarding the Program.** The following are some investment considerations for you to take into account before making any Deposit in the Program:

- You may receive a lower rate of return on money deposited through the Program than on other types of money market investments, such as money market mutual funds, and a lower rate of return than directly placing funds with Participating Banks because fees and compensation will be paid to parties in the Program and to intermediaries (including distributors).
- In the event of a failure of a Participating Bank, there may be a time period during which you may not be able to have access to the portion of your Deposits that were held by that Bank, pending receipt of payment from the FDIC. With respect to interest on such funds, the FDIC will only pay interest to the date that the Bank was taken over by the FDIC, not afterwards.
- The FDIC deposit insurance coverage applies to the principal and accrued interest on all Deposits maintained by you in the same legal capacity at any Participating Bank. If you have money outside the Program deposited at a Participating Bank, this may negatively impact the availability of FDIC insurance for the total amount of your funds held within and outside the Program at that Participating Bank and would result in a loss of FDIC insurance on the portion of your funds above the FDIC Limit Amount .
- When you make a transfer of any funds to USA Partners for deposit in the Program, until your funds are received by Participating Banks, the funds will not be insured by the FDIC.

Funds in transit (prior to receipt by the Participating Banks) will not bear any greater risk, however, since all transfers are held by the transferring entity as agent for you, so no creditor of the transferring entity would have any claim on your funds.

**Appointment of Agent.** By opening an Insured Cash Shelter Account (the “Account”), you, as the Accountholder (sometimes referred to as “Customer”) agree to the Terms and Conditions of the Program set forth herein and as may be amended or modified from time to time (the “Terms and Conditions”).<sup>1</sup> As your agent and attorney-in-fact, USA Partners will be authorized: (i) to take such action and sign all documentation which may be required for collection of any portion of the principal or interest on your Account, including any instrument required to effect any disposition of Deposits; (ii) to receive payments for Deposits and dispose of such payments as instructed; and (iii) to take such action, along with the Network Administrator and the Custodian, as may ever be necessary to collect a Deposit whenever a payment on the Deposit is not paid when due.

**FDIC Insurance on Your Account.** Upon placement of your funds with a Participating Bank, your funds are currently insured by the FDIC up to \$250,000<sup>2</sup> for all deposits held for each category of legal ownership at such Participating Bank (the “FDIC Limit Amount”). The FDIC Limit Amount includes balances held through the Account and any other balances that you may have directly, or through other intermediaries in the same legal capacity at the same Participating Bank. Anyone who has several deposit accounts at a single Participating Bank in the same legal capacity (i.e., the same “name”) would have these account balances aggregated for purposes of FDIC insurance coverage. **If you hold an aggregate amount in excess of \$250,000, the excess over \$250,000 will not be FDIC-insured if the Participating Bank fails.** As an example, if you already have \$75,000 on deposit at Bank A, and an additional \$250,000 at Bank A through the Program, then only \$250,000 of your \$325,000 aggregate deposit at Bank A will be insured by the FDIC.<sup>3</sup> If, as and when any change is made to the FDIC Limit Amount, the Network Administrator of the Program will adjust the FDIC Limit Amount so the amount of your funds placed in any one Participating Bank shall not exceed the new FDIC Limit Amount when it goes into effect.

Please see “FDIC Insurance“ below for a brief summary of the application of the FDIC Limit Amount to different types of legal ownership categories. The FDIC Limit Amount is currently scheduled to change to \$100,000 on January 1, 2014. It is recommended that you talk to an Account Executive at USA Partners or visit the FDIC website at <http://www.fdic.gov/deposits/deposits/index.html> to learn more about FDIC insurance.

If your funds exceed the capacity of the Banks to provide deposit insurance, your “excess funds” will be swept into a single Bank having a credit rating of “A” or better, as selected by us, with such excess funds not being covered by FDIC insurance, or else swept to multiple Banks on a pro rata basis, with such excess funds not being covered by FDIC insurance. We will notify you if and when such action is initially taken and separately indicate amounts held as uninsured balances on your monthly statement. It is our intent to continue to work diligently to increase the capacity of FDIC insurance available under the Program by adding additional Participating Banks to increase the amount of funds that can be held in insured accounts.

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<sup>1</sup> See “Modification of Terms and Conditions” for information about notification of changes that will be sent to you.

<sup>2</sup> The FDIC insurance of \$250,000 per person continues through December 31, 2013 at which time it will return to \$100,000 unless extended by Congress.

<sup>3</sup> See also “Blocking Participating Banks Holding any other Deposits of Yours.”

**Blocking Participating Banks Holding any Other Deposits of Yours.** The Network Administrator will allocate your Deposits among Participating Banks to maintain full FDIC insurance coverage on your Deposits. You must disclose to the Network Administrator directly the names of any banks in which you currently hold deposits or in which you might hold deposits in the future, and if you add any bank relationships in the future you must inform the Network Administrator of such additions. The Network Administrator will use this information to exclude those banks from being eligible for allocation of any portion of your funds in the Program thus avoiding a possible loss of FDIC insurance on the amount of deposits that, in the aggregate (including your other funds outside the Program), would exceed the FDIC Limit Amount. From time to time, the Network Administrator may remove or add banks to its list of Participating Banks. Under these Terms and Conditions, the Network Administrator has the responsibility and sole discretion to make daily decisions about the allocation of your funds to any of the Participating Banks, subject to any instruction by you to the Network Administrator not to allocate your Deposit to a particular Participating Bank, and may change the allocation at any time. It is very important that you always provide the Network Administrator with a current list of the banks with which you do any business so the Network Administrator knows which banks to block for purposes of allocation of your funds. This information must be provided to the Network Administrator in writing by either: (1) sending a letter of instructions by mail to Institutional Deposits Corp. Attention: USA Partners Participant Bank Services, 2103 Coral Way, Suite 202, Miami, FL 33145, or (2) sending e-mail instructions to CustomerService@IDCdeposits.com. You may give verbal notification by calling 866-273-6060, but such notice must also be followed by the written notification delivered by mail or by email as described above.

**It is your responsibility to inform the Network Administrator of banks in which your deposits are placed outside the Program and to communicate any changes to the Network Administrator.** USA Partners and Network Administrator will not monitor or take responsibility for any funds you may have outside the Program that are deposited with a Participating Bank. If it turns out that you have other funds on deposit at a Participating Bank and you did not disclose that fact to the Network Administrator as requested, then such other funds on deposit at that Participating Bank will be aggregated by the FDIC with the principal and interest of the portion of your Deposits that have been placed with that Participating Bank for your benefit through the Deposit Network<sup>®</sup> and any portion of your funds in the Participating Bank in excess of the FDIC Limit Amount may not be insured by the FDIC. USA Partners, Custodian, and the Network Administrator will not be responsible for any loss that you experience if you fail to monitor the list of banks in which your funds are placed and will not be responsible to reimburse you for any uninsured portion of deposits or accrued interest held by you in any Participating Banks.

If you have any questions about FDIC insurance coverage please go to the FDIC website at <http://www.fdic.gov/deposits/deposits/insured/index.html>.

**Deposits held as money market deposits.** All funds placed in the Program will be delivered to USA Partners as your agent for placement by the Network Administrator at Participating Banks as money market deposits, subject to the limits provided for in these Terms and Conditions relative to the FDIC Limit Amount and blocking of placement in Issuers that you request be blocked. Upon our receipt of funds, USA Partners promptly transfers the funds to Custodian which, based on the instructions of the Network Administrator, allocates your funds as Deposits among one or more Participating Banks so that no more than the FDIC Limit Amount is held at any one Participating Bank. All Deposits will be in book entry form and your ownership of any Deposits will be evidenced on the books and records of the Custodian and the Network Administrator, not the Participating Banks. The Deposits will be recorded by Participating Bank in an account titled "as agent for others" in order to maintain FDIC insurance

on the Deposits with the restriction that funds can be disbursed only back to Wells Fargo Bank as the Master Custodian. You acknowledge that no investment decision or Account direction is involved in the Program; the responsibility of the Network Administrator shall be to direct Custodian as to which Participating Banks shall receive Deposits, subject to any limiting instructions given by you in writing with respect to blocking of Deposits with specified Participating Banks. Custodian shall be authorized for all purposes to rely on instructions from the Network Administrator with respect to the placement of Deposits at Participating Banks, as well as the terms and conditions for Deposits, with the understanding that the Network Administrator shall not have unrestricted control over your funds at any time – all funds placed by the Network Administrator at Participating Banks are subject to limiting instructions that withdrawals can be made only for return to the Custodian (currently Wells Fargo Bank, N.A.). USA Partners and the Network Administrator have the right to engage a substitute or replacement custodian at any time and may appoint an additional custodian as they, together, deem to be suitable for the purpose of fulfilling the role of Custodian.

**FDIC Qualified Participating Banks.** Deposits in the Program are deemed “brokered deposits” under FDIC rules, and only banks that are “well capitalized” (as defined by the FDIC) may accept brokered deposits, unless there has been a special approval by the FDIC. In Participating Banks that are eligible to accept and hold brokered deposits (other than Participating Banks that are to be excluded as per any limiting instructions from you). The Network Administrator will be relying on information published by the FDIC on a quarterly basis to establish that the bank is “well capitalized” under FDIC standards. The Network Administrator will have the right to rely on such information published by the FDIC and will not have responsibility to verify that information regarding any Participating Banks. If a Participating Bank fails to maintain its condition as “well capitalized”, then the Network Administrator shall direct that all Deposits placed with that Participating Bank be transferred to one or more other “well capitalized” Participating Banks. Neither USA Partners, nor the Network Administrator nor Custodian is responsible for any insured or uninsured portion of any Deposits at any Participation Bank or guarantees the financial condition or performance of any Participating Bank or the accuracy of any publicly available financial information concerning a Participating Bank. You should understand that if any funds should be determined to be held by Participating Banks which are not "well capitalization" that will not result in any loss of FDIC insurance.

**Interest.** The interest rate and Annual Percentage Yield ("APY") on the Account will be determined by USA Partners and may be changed at its discretion at any time based on market and business conditions. The interest rate will be available by calling USA Partners or the introducing advisor. Interest will accrue from the date that funds are allocated with a Participating Bank, through the day before the date of withdrawal. Interest will be compounded monthly and credited to your account at the end of each month. The rate of interest payable on all funds you deposit in the Program will be computed at the rate of interest set for your Deposits. The rate you earn on your Deposits in the Program may be higher or lower than the rates available to depositors making deposits with Participating Banks directly, through other types of accounts offered by affiliates of USA Partners, or with other depository institutions in comparable accounts. Additionally, the rate of interest may vary between Depositors in the Program so that the rate of interest you earn on your Deposits in the Program may be higher or lower than the rate available to other Depositors in the Program.

**Intermediary Fees and Compensation.** To the extent that Participating Banks pay interest on Deposits in excess of the rate of interest set for your Account, such excess interest is deemed earnings of the Network Administrator, which shall be responsible for payment of fees due to the Custodian, USA Partners and others as compensation for their respective services as separately agreed between them. Such additional earnings will not be deemed Customer's

Deposits. To the extent that the additional earnings provide compensation to your agents, managers and intermediaries (including distributors) in the Program, the rate of interest payable by the Participating Banks holding your funds at the time of your initial investment in the Program will always be greater than, or at least equal to, the rate of interest due to you based on the rate at the time of your initial investment in the respective Deposit.

**Your Deposits.** There is a minimum initial deposit of \$10,000 required to open a USA Partners Insured Cash Shelter Account, and \$5,000 is the minimum amount required for subsequent deposits, but USA Partners may, at any time and in its sole discretion, decrease or increase the minimum requirement for any Customer. There is no minimum time period that Deposits have to remain in the Account. Deposits of Federal funds or other wire transfers are credited to your account within 24 hours on the day following the day after USA Partners has been given notification by at least 2:00pm (Eastern time zone) of your intention to transfer funds into the Account. You should call USA Partners at 866-264-8783 for wiring instructions. Check deposits must be made payable to "USA Partners" or to the Accountholder and endorsed to USA Partners. Check deposits will begin earning interest as soon as the funds are collected (converted to Federal Funds), which usually takes one to two business days, and the deposits at a Participating Bank are allocated to your Account. Check deposits may not be withdrawn until USA Partners has been notified by the maker's bank that the check has been honored by the maker's bank, a process that may take up to ten (10) business days to complete. All deposits must be in U.S. Dollars. USA Partners will not accept cash deposits, third party checks not payable to the Accountholder, foreign checks and traveler's checks. Your deposit will be in book-entry format, so you will not receive a passbook or a certificate.

**Withdrawals.** Withdrawals of Deposits in your Account may be made at any time, in any amount, as provided for in these Terms and Conditions. It is important to understand that under Federal Law, Participating Banks have a right to delay delivery of funds for up to 7 days. In addition, in unusual market conditions, if the payment would otherwise adversely impact the program, the Network Administrator shall have the right to delay payment for as long as 7 days. To the extent that these deposits are placed in money market accounts, the Network Administrator will generally be subject to a limit of six withdrawals per month, but it will also have the right to use a messenger service to make additional withdrawals from any Participating Bank as well as to access funds from any of the Participating Banks in the Deposit Network<sup>®</sup>.

Withdrawals shall be made by written instruction described below or by phone at 866-264-8783, with the understanding that requests for withdrawal will be paid by check or wire and generally processed on the business day following the date on which a request has been submitted prior to 3 pm EST. Unless you decline telephone withdrawal privileges on your application and USA Partners fails to take reasonable measures to verify the request, USA Partners will not be held liable for any unauthorized telephone withdrawal request, or for any loss, cost or expense for acting upon telephone instructions. USA Partners may refuse a telephone withdrawal request if it reasonably believes that the instructions are not genuine and/or if it thinks it is otherwise advisable to do so.

With respect to all withdrawals, USA Partners will inform the Network Administrator of any withdrawal and the Network Administrator will have discretion to determine which Participating Bank the funds will be withdrawn from and will inform the Custodian to make your funds available. In general your funds will be available within a normal settlement period of 1 business day after receipt of a redemption request by 3pm EST. For redemption requests received after 3pm EST the normal settlement period will be 2 business days.

You may also withdraw funds by sending a letter of instruction to USA Partners. When writing a letter of instruction, you must include the name(s) and signature(s) of all Accountholders, the

account number, the dollar amount you want to withdraw, and how and where to send the proceeds. The following situations require written instructions along with the signatures guaranteed: (1) withdrawals of more than \$10,000, if the withdrawal proceeds are not being sent to the Accountholder's designated bank or brokerage account; or (2) withdrawals on Accounts whose address has been changed within the past 30 days; or (3) withdrawal requests for the funds to be sent to someone other than the Account owner or the Accountholder's address of record.

**Fees.** There are no monthly maintenance fees imposed on your Account. For more information about your services and related fees, please call Customer Service at 866-264-8783. However, Accountholders may be charged fees for balances below \$1,000 (currently \$5 monthly), bounced checks (currently \$15 per occurrence) and wires (currently \$15 per wire). Accountholders will be charged \$2 for each check issued at their request by USA Partners for amounts of less than \$100. USA Partners assumes no responsibility for delays in the receipt of wired or mailed funds. USA Partners reserves the right to charge an Accountholder for specific costs incurred in processing unusual transactions, including but not limited to stop payment requests, copies of checks and special research services.

**Account Statements.** Your Customer Account Statement will consolidate all activity and will be mailed monthly, provided you have activity in your Account. If no activity has occurred, an Account statement will be sent quarterly. You are advised to retain all Account statements. You must notify USA Partners immediately of any discrepancies noted on your Customer Account Statement and in no event later than sixty (60) days after the date of the statement on which the problem or error first appeared.

The Statement that you receive monthly will include the names of the Participating Banks in which your Deposits are being held as of the end of the month then ended. The Network Administrator, in its sole discretion, may make daily adjustments in the allocation of the placement of your ownership of Deposits, changing the ownership from Deposits in one Participating Bank on one day to another Participating Bank on the next, subject to any instruction by you to the Network Administrator not to allocate your Deposit to particular Participating Banks. However, your monthly statement will only show the effect of the daily reallocation activity as of the end of each month (i.e., the names of the Participating Banks in which your Deposits are located on that date), not all changes that may have occurred within the month.

**Confidentiality of Account Information.** USA Partners and Custodian shall be authorized to share with the Network Administrator all information regarding your Account and your Deposits as USA Partners and Custodian deem appropriate in connection with the transactions contemplated for the Program. The Network Administrator shall not disclose any Account information to any third party or use it for any purpose except to perform its obligations to USA Partners and Customers as described in these Terms and Conditions, or as otherwise directed by you, or as required by any applicable law, regulation or compulsory legal process, or by any regulator. Pursuant to its Privacy Policy, Custodian agrees that it shall protect confidential customer information and shall not disclose any confidential information to any third party or use it for any purpose except to perform its business obligations. The Network Administrator as customer of Custodian has the benefit of this Privacy Policy and agrees to enforce any breach.

**Instructions to USA Partners.** All instructions that you give to USA Partners with respect to disbursement of funds to an address or account not included in application should be made in writing (either by physical delivery, fax or electronic transmission which may be by an online transaction) and funds disbursement shall be limited to disbursements to the Accountholder only. USA Partners shall be entitled to rely in good faith and act on any such direction.

**No Trusteeship; Limited Liability.** You agree that USA Partners and its affiliates, Custodian and the Network Administrator are not intended to be constituted as a trustee of the Account, and that none of them shall be deemed to be a trustee or have any of the liabilities or responsibilities of a trustee. USA Partners, Custodian and the Network Administrator shall not be liable for acting or failing to act based upon any instruction (written or verbal) notice, request, certificate or other document that appears to it to be genuine, without being required to verify the authenticity thereof or the authorization of any party signing or delivering the same; and shall have no obligation to credit or remit payments in respect of Deposits until there has been a receipt of such payments in good and available funds.

**Separate Entities.** It is understood that USA Partners, Custodian and the Network Administrator are separate “persons” conducting separate functions in connection with the Program; that neither USA Partners, nor Custodian, nor the Network Administrator shall have any responsibility or liability for the other except as may be expressly set forth herein, or for any behavior or statements of the other. Furthermore, USA Partners, Custodian and the Network Administrator individually or collectively, do not constitute, and have not formed, any type of partnership or joint venture.

**FDIC Insurance.** Applicable FDIC regulations contemplate that, at this time, FDIC insurance in a maximum amount of US\$250,000 (principal and interest) will flow through to the ultimate beneficial owner of the interest in the Deposit, as long as the books and records at each level (commencing with the Participating Bank of the Deposit) reflect that the Deposits are held in a fiduciary capacity. Custodian legends its books and records to reflect the fiduciary nature of its custodial interest in all Deposits and the Network Administrator will advise and direct Participating Banks how the Deposits should be recorded on the Participating Banks’ books in order to establish the proper “pass through” of FDIC insurance to you. USA Partners and Custodian will each have no responsibility or liability for the books and records of any person other than its own respective books and records, including any possible failure of a Participating Bank to properly legend its books. Neither USA Partners nor Custodian makes any representation or warranty as to the availability of FDIC insurance for any Deposit or any interest in a Deposit.

There are different categories of legal ownership that may receive FDIC insurance, some of which are summarized below.

**Individual Accounts.** Deposits at any bank institution held by an individual in an account will be aggregated with all other single accounts held by that individual at the same bank and the total amount insured will be up to \$250,000. Accounts in the name of or an agent or nominee of such individual or held by a custodian (for example under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act) are not treated as owned by the agent, nominee or custodian, but are added to other deposits of such individual held in the same insurable capacity (including funds held in a sole proprietorship) and insured up to \$250,000 in the aggregate.

**Joint Accounts.** An individual’s interest in deposits at any one bank institution held under any form of joint ownership valid under applicable state law may be insured up to \$250,000 in the aggregate, separately; and in addition to the \$250,000 allowed on other deposits individual owned by any of the co-owners of such accounts (hereinafter referred to as a “Joint Account”). For example, a Joint Account owned by two persons would be eligible for insurance coverage of up to \$500,000 (\$250,000 for each person), subject to aggregation with each owner’s interest in

other Joint Accounts at the same depository institution. Joint accounts will be insured separately from individually owned accounts only if each of the co-owners is an individual person and has a right of withdrawal on the same basis as the other co-owners.

**Revocable Trust Accounts.** Deposits at any banking institution in which the owner evidences an intent that at his or her death the funds shall belong to one or more individuals (frequently referred to as a “Totten trust” account, “payable upon death” account or other type of revocable trust account (as determined under applicable state law)) will be aggregated with other deposits of the owner held in an individual capacity at the bank and insured up to a maximum of \$250,000. Special Rule: Revocable trust accounts will be insured as to each named beneficiary, separately from another account of the owner or the beneficiary, provided that: (i) the bank’s account records evidence an intention that upon the death of the owner the funds will belong to the owner’s spouse or to one or more parents, siblings, children or grandchildren and (ii) the beneficiaries of the revocable trust are specifically named in the bank’s account records, and further provided that if there are six (6) or more beneficiaries then each owner’s share of revocable trust deposits is insured for the greater of either (a) the coverage based on each beneficiary’s actual interest in the revocable trust deposits with no beneficiary’s interest to be insured for more than \$250,000, or (b) \$1,250,000. However, a revocable trust account established by a husband and wife that names the husband and wife as sole beneficiaries will be treated as a joint account, and will be aggregated with other joint accounts subject to the rules described above under “Joint Accounts”. Living Trusts: A living trust is a formal revocable trust over which the owner retains ownership and control of the assets and designation of beneficiaries during his or her lifetime. Living trusts are subject to special rules, which should be carefully reviewed in order to determine the available deposit insurance coverage.

**Irrevocable Trust Accounts.** Deposits at any one banking institution held pursuant to one or more irrevocable trust agreements created by the same grantor (as determined under applicable state law and such trust relationship is reflected in the bank’s records) will be insured for up to \$250,000 for the interest of each beneficiary the beneficiary’s interest in the account is not contingent, as such term is defined in FDIC regulations (i.e., capable of determination without evaluation of contingencies) and provided each of the beneficiaries and their interests in the trust must be identifiable from the records of the bank or the records of the trustee. The deposit insurance of each beneficiary’s interest is separate from the coverage provided for other accounts maintained by the beneficiary, the grantor, the trustee or other beneficiaries. The interest of a beneficiary in irrevocable trust accounts at a bank created by the same grantor will be aggregated and insured up to \$250,000.

**Corporate, Partnership and Unincorporated Association Accounts.** Deposits at any banking institution owned by corporations (including Subchapter S corporations), partnerships and incorporated associations operated for a purpose other than to increase deposit insurance are added together with other deposits owned by such corporation, partnership and unincorporated associations, respectively, and are insured up to \$250,000 in the aggregate.

It is recommended that you talk to an Account Executive at USA Partners, the introducing advisor or visit the FDIC website at <http://www.fdic.gov/deposit/deposits/index.html> to learn more about this.

**No SIPC Insurance.** The Account is not a money market fund and is not registered with the U.S. Securities and Exchange Commission. Securities Investor Protection Corporation (“SIPC”) provides protection for customer assets that are held by member broker-dealer firms but SIPC does not guarantee bank deposits such as your Deposits in the Account.

**FDIC Payment on Closure of a Participating Bank.** In the event that a Participating Bank is closed by the FDIC, any portion of your funds that were allocated to be on deposit with that Participating Bank will cease to accrue interest as of the date of the closure and withdrawal of the amount held by that Participating Bank will be subject to Custodian's receipt of the funds from the FDIC. The Custodian and Network Administrator will take all steps necessary to collect such funds promptly from the FDIC.

**Modification of Terms and Conditions.** Any of the Terms and Conditions may be modified at any time and from time to time by USA Partners, and such change will be effective immediately, however material modifications will only be effective upon either electronic notification or mailing of a written copy of the modified Terms and Conditions to the Accountholder at the email or physical address provided in your Application.

**Force Majeure Events.** USA Partners, Custodian, and the Network Administrator shall not be responsible for any loss, expense or delay in performance caused by accidents, strikes, flood, war, acts of terrorism, riot, electrical or mechanical failure, software, changes in regulatory environment, acts or omissions of any Participating Bank or any other third parties, acts of God or any other cause or causes which result in any loss, expense or delay.

**Intellectual Property Rights of Network Administrator.** As an Accountholder in the Program you acknowledge and agree to honor the intellectual property rights of the Network Administrator that are used in the Program, including, without limitation, patents, copyrights, trademarks, service marks, rights in trade names or trade dress, trade secrets as well as applications or registrations for any of the foregoing, relating to any subject matter or media that are used in connection with the organization, implementation and management of the Program (collectively, "Network Administrator's IP Rights"). In addition, as an Accountholder you agree that all of Network Administrator's IP Rights, including future additions or variations thereto are the sole property of Network Administrator and that you shall at no time take any action or omit to take any action as a result of which there could be an interference with or infringement of the rights of Network Administrator as owner of Network Administrator's IP Rights in any way at any time. You understand that any breach of this agreement will result in irreparable injury to the Network Administrator for which damages and other legal remedies will be inadequate, so in seeking enforcement of any of these obligations, the Network Administrator will be entitled (in addition to other remedies) to preliminary and permanent injunctive and other equitable relief.

**General.** The provisions of this Terms and Conditions are severable, and any invalidity, unenforceability or illegality in any provision or provisions shall not affect the remaining provisions. All references to gender or number in these Terms and Conditions shall be deemed interchangeably to have a masculine, feminine, neuter, singular or plural meaning, as the sense of the context requires. As used herein, the term "person" includes any natural person, any legal entity and any governmental authority.

**Days of Operation.** USA Partners is open Monday through Friday, 8:30am until 6pm (Eastern time) except for New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Governing Law; Other Terms.** The Terms and Conditions shall be subject to applicable federal laws, and, to the extent not preempted by federal law, the laws of the State of New York without regard to its conflicts of law provisions. Each deposit is solely the obligation of the Participating Bank and not USA Partners, which acts only as the agent for you, the depositor. Custodian, which may include one or more banks, and the Network Administrator shall also be serving as

agents of the Program. In the event Participating Banks participating in the USA Partners Insured Cash Shelter Account Program reject additional deposits, withdraw entirely or are terminated from the Program, the Network Administrator shall allocate your deposit to one or more other "well-capitalized" FDIC-insured depository institutions that are Participating Banks, as described above. In the event the Network Administrator is unable to make such an alternate arrangement, the funds will be returned to the Accountholder.

**Tax Withholding.** USA Partners may be required to withhold U.S. federal income tax at the prevailing rate on all taxable distributions payable to certain depositors who fail to provide their correct taxpayer identification number ("TIN") or to make required certifications, or who have been notified by the Internal Revenue Service that they are subject to backup withholding. Interest earned on accounts held by entities (individuals or corporations) that are neither citizens nor residents of the United States, except for Canadian residents, are not subject to withholding tax. Consult your tax advisor.

All questions regarding your Account should be directed to USA Partners or the firms from which you received these Terms and Conditions, and not the Participating Banks. You may obtain account information including account balances by calling 866-264-8783 or contacting the introducing advisor.

By your use of the Insured Cash Shelter Account, you agree to the terms provided herein.

USA Mutuals Partners, Inc. is an affiliate of USA Mutuals Holdings, Inc.

To open an account, call Customer Service at 866-264-8783

Send e-mail to [info@USAMutuals.com](mailto:info@USAMutuals.com) with questions or comments  
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