

# Cash Management Select Access Features

## Instructions

**Use this form to:**

- Add or remove ACH, checkwriting, and/or debit card features within your existing Brokerage account.
- Convert an existing Premier Access cash management account to a Select Access cash management account.

### Helpful to Know

- If you do not already have a brokerage account, you must also include a completed Brokerage Account Application.
- If you are adding checkwriting, your checks will arrive in approximately 5 to 10 business days.

### Cash Management Features

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- Unlimited ACH (direct debit and deposit) and access to Bill Pay will be included with your cash management features.
- Optional ability to add checkwriting.
- Visa Classic Debit Card issued from BNY Mellon with access to over 600,000 Visa ATMs in the United States and 133 countries around the world.
- Margin borrowing privileges, subject to approval and minimum equity and maintenance requirements, as described in the Customer Agreement; note that you will automatically be considered for margin UNLESS you indicate otherwise in Section 3.

*Checkwriting and debit cards are provided by BNY Mellon Investment Servicing Trust Company.*

#### 1. Account Owner Information

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Provide the account owner information.

#### 2. Add or Remove Features on your Account

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Complete this section to add or remove checkwriting and debit cards.

**Note:** If this is a custodial UGMA/UTMA account, only the Custodian can have checkwriting or debit card authority. For Trust and other entity accounts, only authorized individuals can have checkwriting or debit card authority.

#### 3. Margin Privileges

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**Check the box in this section only if you do NOT want margin. Otherwise, you will automatically be considered for margin privileges. The Signed Disclosure of Credit Terms, which is attached to this form, is required to be submitted with this form.**

**Note:** If you already have margin on this account, you cannot remove margin using this form. Please refer to the Margin Account Agreement details on how to terminate margin privileges.

#### 4. Signatures and Dates

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Only one authorized person is required to sign and date this form.

Account Number

# Cash Management Select Access Features

The attached Instructions and Customer Agreement (the "Agreement") describe the terms and conditions that govern this Brokerage account ("Account"). Type on screen or fill in using CAPITAL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

## 1. Account Owner Information

Enter full name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).

Entity Name		
First Name	Middle Name	Last Name
First Name	Middle Name	Last Name
First Name	Middle Name	Last Name
First Name	Middle Name	Last Name
First Name	Middle Name	Last Name
First Name	Middle Name	Last Name

Check the box and provide information if you or your spouse, or any of your relatives (including parents, in-laws and/or dependents, etc.), living in your home (at the same address), is a member of the board of directors, is a 10% shareholder, or is a policy-making officer or can direct corporate management of policies of a publicly traded company.

### Acknowledgements

- ☐ Account Owner 1
- ☐ Account Owner 2
- ☐ Account Owner 3
- ☐ Account Owner 4
- ☐ Account Owner 5
- ☐ Account Owner 6

Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol

## 2. Add or Remove Features on your Account

Complete this section to add or remove checkwriting and debit cards.

**Note:** If no feature is selected in this section, ACH will be added as the default.

### ACH

☒ **Add ACH** Submitting this form automatically adds ACH capabilities and access to Bill Pay.

### Checkwriting

- Check one. ► ☐ **Add Checkwriting** Indicate information to print on checks. If none is selected, default will be name and address.
- ☐ Print Checks with Name(s) Only
- ☐ Print Checks with Name(s) and Mailing Address

### OR

☐ **Remove Checkwriting** Outstanding checks may continue to be honored for a limited time after the checking feature has been canceled, as stated in the checking terms & conditions. All check books should be destroyed and a stop payment should be placed on any checks you do not wish to be cashed. If you would like to add the checkwriting feature and there has been 12 months or more time since the feature was removed, new paperwork will be required to re-establish the feature.

**Note:** This election will not cancel ACH.

### Visa Classic Debit Card

Debit Cards can only support 26 characters for the embossing of names.

Check one. ► ☐ **Add Visa Classic Debit Card**

Issue Card(s) to:

☐ One Account Owner

Account Owner Name

☐ Each Account Owner

☐ Entity Account (Corporate, Trust, Partnership, etc.)

Entity accounts must provide a cardholder's name to be printed on the card. **Note:** Cards can be printed with up to, but no more than, 26 characters, depending on characters used.

☐ Check this box to include double line embossing of the entity name and cardholder name.

Individual Cardholder Name

Individual Cardholder Name

Individual Cardholder Name

☐ **Remove Visa Classic Debit Card**

### Remove Features or Change Your Account

☐ **Change your account from Premier to Select Access**

**Note:** This will close the debit card feature. A new debit card can be ordered by "adding" the feature on this form. This election will also change the treatment of proceeds that may have previously been mailed to you or swept to a bank account.

☐ **Remove all cash management features from the account**

**Note:** This election will cancel ACH, checkwriting, and all debit cards.

### 3. Margin Privileges *Signed Disclosure of Credit Terms required with this form.*

You will automatically be considered for margin privileges UNLESS you check the box below.

☐ I DO NOT WANT to be considered for margin privileges.

### 4. Signature(s) and Date(s) *Form cannot be processed without signature(s) and date(s).*

**Customer Identification Program Notice:** To help the government fight financial crimes, Federal regulation requires your Broker-Dealer and us to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires us to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if we or your Broker-Dealer cannot obtain and verify this information. We or your Broker-Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

In the section below, "NFS," "us," and "we" refer to National Financial Services LLC and its officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives as the context may require; "you" refers to the account holder(s) indicated on the account form and any authorized individuals; "Broker-Dealer" refers to the financial institution with which you opened your account.

By signing below, you:

- Affirm that you are at least 18 years of age and are of full legal age in the state in which you reside.
- Affirm that you have received, read, understand, and agree to the current terms of the Cash Management Features Customer Agreement and the account features you selected and agree to future amendments to these terms.
- Understand that unless you provide written notice to the contrary, NFS and your Broker-Dealer may supply your name and other information (including your Social Security/ tax identification number) to issuers of securities held in your account so you can receive important information regarding such securities.
- Certify that all information provided on this form is true, accurate, and complete.
- Represent and warrant that you have disclosed to your Broker-Dealer your employer information and affiliation status.
- Have indicated on this form the account holder(s) to whom checks should be issued (names will appear as they appear on the account registration). Checks will be mailed to the account holder's legal address.
- Acknowledge and agree that by signing below, you authorize your Broker-Dealer to have access to initiate changes and maintenance to the Cash Management features available to you, including but not limited to, contacting the bank on your behalf. Further, you acknowledge and agree that NFS assumes no responsibility to confirm your authorization beyond your signing of this agreement and is not obligated to verify instructions from your Broker-Dealer with you.

*Account Owner(s) must sign and date on next page.*

## 4. Signature(s) and Date(s) *continued*

NOTE: If you did not check the box in Section 3, the signed Disclosure of Credit Terms must also be included.

You acknowledge that this account is governed by a pre-dispute arbitration clause, which appears on the last page of this agreement, and that you have read the pre-dispute arbitration clause.

BY SIGNING THIS APPLICATION YOU ACKNOWLEDGE THAT YOUR SECURITIES MAY BE LOANED TO NFS OR OTHERS AND THAT YOU HAVE READ AND RETAINED A COPY OF THE MARGIN DISCLOSURE STATEMENT AND MARGIN AGREEMENT.

Only one account holder/authorized individual must print name, sign and date this page, and any other supporting documents.

Print Account Owner Name <i>First, M.I., Last</i>	Print Account Owner Name <i>First, M.I., Last</i>
Account Owner Signature <b>SIGN</b>	Account Owner Signature <b>SIGN</b>
Date <i>MM - DD - YYYY</i>	Date <i>MM - DD - YYYY</i>
Print Account Owner Name <i>First, M.I., Last</i>	Print Account Owner Name <i>First, M.I., Last</i>
Account Owner Signature <b>SIGN</b>	Account Owner Signature <b>SIGN</b>
Date <i>MM - DD - YYYY</i>	Date <i>MM - DD - YYYY</i>
Print Account Owner Name <i>First, M.I., Last</i>	Print Account Owner Name <i>First, M.I., Last</i>
Account Owner Signature <b>SIGN</b>	Account Owner Signature <b>SIGN</b>
Date <i>MM - DD - YYYY</i>	Date <i>MM - DD - YYYY</i>

### For Branch Use Only

Account accepted in accordance with firm policies.

Print Registered Rep. Name	Registered Rep. Signature	Date <i>MM - DD - YYYY</i>
Print Office Manager/Principal Name	Office Manager/Principal Signature	Date <i>MM - DD - YYYY</i>

# Cash Management Select Access Features

## Customer Agreement

*This is the agreement for adding cash management features to your brokerage account. It describes the cash management services included, and the policies associated with these services. Review this document and keep it for your records. Do not return it with your application.*

### Who's Who in This Agreement

In this document, "us," "we," and "our" refer to your Broker-Dealer. "NFS" is National Financial Services LLC, a NYSE member, whom we have engaged to provide custody and clearing services for us.

The terms "account owner," "you," and "your" refer to the owner(s) indicated on the account application. For joint accounts, these terms refer to all owners, collectively and individually. For accounts owned by entities, such as trust or business accounts, these terms refer both to the entity and to all account holders.

### Commitments Between You and Us

#### Our Commitments to You

When we accept your Cash Management Select Access Features form ("the form"), we are agreeing to provide a range of cash management services (such as margin, checkwriting, and debit cards), as described more completely in the instructions that come with the form.

You do not have to apply for margin, and, if you do apply and are approved, you do not have to use the margin feature. Note, however, that once margin is in place on your account, there are certain circumstances that could trigger its use, even if you did not intend to do so. See the information on margin later in this agreement.

#### Your Commitments to Us

Many of these commitments are spelled out more completely on the following pages, but in general, when you sign the form, you agree to the following:

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, and for all results and consequences of these instructions; this includes all investment decisions and trading orders, and all instructions placed by you or any other person you authorize
- to correctly designate all orders as either "short" or "long," with the "long" designation being a representation by you that you own the security and will deliver it to us by the settlement date
- to pay all fees, charges, and expenses incurred in your account — including margin interest on any credit we and NFS extend to you — according to the fees in effect at the time; for services we and NFS perform at your request that are not covered in a current fee schedule, you agree to pay the applicable fee
- to maintain enough assets in your account to satisfy all obligations as they become due, and to authorize us or NFS to take whatever steps we or NFS may consider necessary to resolve unpaid debts or other obligations
- to authorize NFS to debit your account to satisfy any check, card, and related transactions (such as ACH) as soon as NFS receives notice of such a transaction
- to (or, in the event you do not, we) choose a mutual fund for your core account investment vehicle ("core account") and to authorize liquidating shares of that account to satisfy any and all debits against your account
- to (or, in the event you do not, we) choose a Bank Deposit Sweep Program ("BDSP") for your core account investment vehicle and to authorize withdrawing the applicable balance in your Bank Deposit Sweep Program to satisfy any and all debits in your account
- to let us or NFS monitor and/or record any phone conversations with you
- to let us or NFS verify the information you provide at any time, such as payment and employment information (whether for margin or any other purpose)
- to let us or NFS share with third parties any information you provide, but only as required by law or as permitted by our and/or NFS's privacy policy

- to resolve disputes concerning your relationship with us or NFS (other than class actions) through arbitration rather than in a court of Law
- if applying for margin, to authorize NFS to lend property of yours that has been pledged as collateral, and to comply with all provisions of this agreement concerning margin, including determining that margin borrowing is appropriate for you, based on your own careful examination of your financial resources, investment objectives, and risk tolerance; you also agree to cooperate with NFS and its affiliates to execute whatever instruments or documents NFS reasonably determines to be necessary to exercising NFS's rights under this agreement
- to understand that, whenever you invest in, or exchange into, any mutual fund (including any fund chosen for your core account), you are responsible for obtaining and reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund
- to notify us in writing any time there is a material change in your financial circumstances or investment objectives
- to notify BNY Mellon or BNY Mellon Investment Servicing Trust Company immediately if any check or debit card associated with your account is lost or stolen
- to destroy all debit cards and unused checks immediately upon termination of the account or the debit card or checkwriting service
- to comply with all applicable laws and regulations concerning trading in restricted securities and securities of issuers of whom you are an affiliate
- to use the account and its features according to this agreement
- to be bound by the current and future terms of this agreement, from the time you first use your account or sign the form, whichever happens first
- to represent that, to the best of your knowledge, the copy of the Customer Agreement provided to you has not been altered in any way
- to understand the NFS has the right to reject any transaction for any reason

### Account Features

#### Statements

NFS will send to the address of record a statement of account:

- every calendar quarter, at a minimum
- for any month when you have trading or cash management activity

Your account statements will show all activity in your account for the stated period, including securities transactions, cash and margin balances, credits and debits to your core account, and all fees paid directly from your account.

NFS will also send confirmation for every securities transaction in your account. The only exceptions are automatic investments, automatic withdrawals, dividend reinvestments, transfers to other accounts, and transactions that involve only your core account; for these activities, your regular account statement serves in place of a confirmation.

#### Transferring Money Electronically

Options for transferring cash in and out of your core account electronically include wires, which use the Federal Reserve wire system, and electronic funds transfers (EFTs), which work like an electronic check. These features are optional and require separate instructions from you, which we will relay to NFS.

### Account Registration

#### Joint Registration

With joint registration accounts, any obligations or liabilities resulting from one account owner's actions are joint and several (in other words, are the responsibility of each account owner, both individually and jointly). We or NFS may enforce this agreement against all account owners or against any owner individually.

**Each owner of a joint account may act as if he or she were the sole owner of the account, with no further notice or approval necessary from any joint owner.** For example, a joint owner can — in his or her own name — write checks, buy and sell securities, withdraw or transfer assets, borrow against the account (such as through short sales or margin), arrange for account statements to be sent only to them, or change the account's features and services (although no account owner may remove another's name from the account).

**In addition, with joint accounts, the principle of "notice to one is notice to all" applies.** We or NFS are legally considered to have fulfilled an obligation to you and the account if we fulfill it with respect to just one account owner (for example, sending statements or other required communications to just one account owner).

Note also that neither we nor NFS have any obligation to question the purpose or propriety of any instruction of a joint account owner that appears to be authentic, or to let other owners know about any changes an owner has made to the account, unless we have received written notice to the contrary, in good order, from another account owner. We and NFS do each reserve the right to require, at any time, the written consent of all account owners before acting on an instruction from any account owner, but we or NFS will use this right only at our own discretion and for our own protection.

Laws covering joint or community property vary by state. You are responsible for verifying that the joint registration you choose is valid in your state. You may want to consult your lawyer about this. Generally, for joint tenants with rights of survivorship and tenants by the entirety, on the death of an account owner the entire interest in the account goes to the surviving account owner(s), on the same terms and conditions. For tenants in common, a deceased account owner's interest (which equals that of the other account owner(s) unless specified otherwise) goes to that account owner's legal representative. Tenants in common are responsible for maintaining records of the percentages of ownership.

## **Policies on Transactions**

### **Credits to your Account**

During normal business hours ("Intra-day"), activity in your account such as deposits and the receipt of settlement proceeds are credited to your account and may be held as a free credit balance (the "Intra-day Free Credit Balance").

Activity in your account such as deposits and the receipt of settlement proceeds may also occur after the cut-offs described above, or on days the market is not open and the Fedwire Funds Service is not operating (collectively "After-hours"). Those amounts are credited to your account and may be held as a free credit balance (the "After-hours Free Credit Balance").

Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to you on demand by NFS. Subject to applicable law, NFS may use these free credit balances in connection with its business. NFS may, but is not required to, pay you interest on free credit balances held in your account overnight; provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by Fidelity, which may change from time to time at NFS' sole discretion.

Interest paid on free credit balances will be labeled "Credit Interest" in the Investment Activity section of your account statement. Interest is calculated on a periodic basis and credited to your account on the next business day after the end of the period. This period typically runs from approximately the 20th day of one month to the 20th day of the next month, provided, however, that the beginning and ending periods each year run, respectively, from the 1st of the year to approximately the 20th of January, and approximately the 20th of December to the end of the year. Interest is calculated by multiplying your average overnight free credit balance during the period by the applicable interest rate, provided, however, that if more than one interest rate is applicable during the period, this calculation will be modified to account for the number of days each period during which each interest rate is applicable.

Each check or Automated Clearing House deposit (ACH) deposited is promptly credited to your account. However, the money may not be available to use until up to four business days later, and NFS may

decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from your account, and you are responsible for returning any interest you received on it. Note that NFS only can accept checks denominated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank).

In addition, if NFS has reason to believe that assets were incorrectly credited to your account, NFS may restrict such assets and/or return such assets to the account from which they were transferred.

### **If you Utilize a Fidelity Money Market Fund as Your Core Position or if You have a Balance in the MMKT Overflow Fund**

If you utilize a Fidelity money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by activity occurring prior to the market close each business day (or 4:00 PM ET on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into my core account and invested in your core position at the market close.

There will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day that will also be invested in your core position at that time. This will include your After-hours Free Credit Balance along with credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

You understand these sweep procedures for your MMKT Overflow Fund may cease if Program Bank capacity becomes available and deposits sweep to Program Banks.

### **If you Utilize the Bank Deposit Sweep Program ("BDSP") as your Core Position**

If you utilize the BDSP as your core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to NFS' nightly processing cycle are automatically swept into your core account as part of that nightly cycle (the "Evening Bank Sweep") and reflected in your Account as Program Deposits (as defined infra.) in anticipation of the deposit process described below occurring on the next business day.

There will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day that will also be invested in your core position at that time (the "Morning Bank Sweep"). This will include credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

The total amount of the Evening Bank Sweep and the Morning Bank Sweep is referred to as your Cash Balance. In the morning of the business day of the Morning Bank Sweep, your Cash Balance will be deposited in an FDIC-insured interest-bearing account (a "Program Deposit Account") at one or more participating banks (each, a "Program Bank"). The amounts on deposit are collectively referred to as your Program Deposits, and Program Deposits are eligible for FDIC insurance. Your Program Deposit will earn interest, provided that the accrued interest for a given day is at least half a cent.

You understand Evening Bank Sweep and Morning Bank Sweep may be a substituted with similar sweeps to the MMKT Overflow Fund in the event there is a lack of capacity at Program Banks. Contact your Broker-Dealer for more information.

### **If you Utilize the Interest-Bearing Option (FCASH) as your Core Position**

If you utilize FCASH as your core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to NFS' nightly processing cycle is automatically swept into your core account as part of that nightly cycle and held in the interest-bearing option.

### **Debits to your account**

Deferred debit card charges are debited monthly. All other debit items (including checks, debit card transactions, bill payments, securities purchases, electronic transfers of money, levies, court orders or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions (including margin calls) will be given priority over other debits, such as checks or debit card transactions.

As an account owner, you are responsible for satisfying all debits in your account, including any debit balance outstanding after all assets have been removed from an account, any margin interest (at prevailing margin rates) that has accrued on that debit and any costs (such as legal fees) that NFS incurs collecting the debit. You are responsible for ensuring that checks issued to you representing distributions from your account are promptly presented for payment. If a check issued to you from your account remains uncashed and outstanding for at least six months, you authorize and instruct NFS, in its sole discretion, to cancel the check and return the underlying proceeds to you by depositing the proceeds into your account.

To help ensure the proper discharge of debits, it is NFS' policy to do the following when settling debits against your account.

During normal business hours, activity in your account such as wire disbursements and bill payments are debited from your account.

#### **If you Utilize a Fidelity Money Market Fund As your Core Position**

If you utilize a Fidelity money market fund as your core position and there are debits in your account generated by account activity occurring prior to the market close each business day (or 4:00 PM ET on business days when the market is closed and the Fedwire Funds Service is operating) these debits will be settled at the market close using the following sources, in this order:

1. any Intra-day Free Credit Balances,
2. proceeds from the sale of your core position at the market close,
3. redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment, and
4. if you have a margin account, any margin surplus available, which will increase your margin balance

There will be an additional sweep early in the morning prior to the start of business on each business day, and certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using redemption proceeds from the sale of your core position early in the morning prior to the start of business.

#### **If you Utilize the Bank Sweep as your Core Position**

If you utilize the Bank Sweep as your core position and there are debits in your account generated by account activity occurring prior to NFS' nightly processing cycle these debits will be settled using the following sources, in this order:

1. any Intra-day or After-hours Free Credit Balances,
2. proceeds from the withdrawal of Program Deposits occurring on the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday),
3. redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment, and
4. if you have a margin account, any margin surplus available, which will increase your margin balance

In addition, early in the morning prior to the start of business on each business day, certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using proceeds from the withdrawal of Program Deposits occurring that business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday).

You understand that if you utilize the Bank Sweep as your core position and in the event, you have Cash Balances in the MMKT Overflow, the Cash Balances will first be debited from the MMKT Overflow Fund, then from Program Banks. Contact your Broker-Dealer for more information.

#### **If you Utilize the Interest-Bearing Option ("FCASH") as your Core Position**

If I utilize the Interest-Bearing option as your core position and there are debits in your account generated by account activity occurring prior to NFS' nightly processing cycle these debits will be settled using the following sources, in this order:

1. any Intra-day or After-hours Free Credit Balances,
2. funds held in FCASH,
3. redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment, and
4. If you have a margin account, any margin surplus available, which will increase your margin balance

In addition to the foregoing, we may turn to the following sources:

- redemption proceeds from the sale of any shares of a Fidelity money market fund held in another non-retirement account with the same registration (which you authorize us to sell for this purpose when you sign the application)
- any securities in any other account at NFS in which you have an interest

If you want to opt out of the foregoing, please contact your Broker-Dealer for more information. In the event that your account does not contain sufficient cash, NFS may liquidate securities to satisfy a court order, levy, or any other legal process payment.

In the event you hold a money market fund in your account that is held outside of your core account that is subject to a liquidity fee or redemption gate (as described in more detail in the fund's prospectus), upon notice to NFS by the fund that a liquidity fee or redemption gate has been imposed, the cash available and running collective balance in your account will be reduced by the amount of the value of the impacted money market fund. Payment of debit items from your account will continue to be paid as described in this agreement, but NFS will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted.

You acknowledge that if a money market fund held in your account imposes a liquidity fee or redemption gate, the money market fund may not provide NFS with much, if any, advance notice of such liquidity fee or redemption gate. As a result, you may not be notified of such liquidity fee or redemption gate when you submit a trade. However, as instructed by the fund (and disclosed in the fund prospectus), your trade will be subject to such liquidity fee or redemption gate, and it may be applied to your trade retroactively.

Interest on any margin debt will accrue beginning the day credit is extended and is subject to the terms of the Supplemental Application for NFS Margin Account Privileges. Money market fund shares used to pay debits are redeemed at the NAV in effect at the time.

#### **Resolving Unpaid Debts or Other Obligations**

If your available balance is not enough to satisfy a given debit, we and NFS reserve the right to take action as we see fit, including any of the following:

- decline to honor the debit, which may result in fees (such as a returned check fee) or other consequences for you
- if you have a margin account and the unsatisfied debit is for a securities purchase, draw on the available balance of another account of yours that we hold

If you have a margin account, we or NFS may transfer to that account any unresolved debit from other accounts of yours.

Note that at any time, we or NFS may reduce your available balance based on obligations that have been incurred but not yet debited.

It is important to understand that we and NFS have additional choices for resolving unsatisfied obligations. Like many other securities brokers, we and NFS reserve the right to sell, transfer, or otherwise use any assets or other property in which you have an interest — either



currently or at any other time — to discharge any obligations you may have to us or NFS (including unmatured and contingent obligations), and to do so without further notice or demand. For example, if you have bought securities but not paid for them, we or NFS may sell them ourselves and use the proceeds to settle the purchase.

We or NFS may also use property to satisfy a margin deficiency or other obligation, whether or not we or NFS have made advances in connection with this property. This provision extends to any property held by you or carried for any account of yours, including any credit balances, assets, and contracts, as well as shares of any mutual funds or other investment companies for which we, NFS, or an affiliate of either one provides management or administrative services. Although we or NFS may use other methods when we determine they may be more appropriate, we or NFS reserve the right to use the provisions described in this section at any time, except in cases involving retirement accounts when these provisions would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system (the "Lottery Process"), in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS's allocations are not made on a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided your account is not subject to restriction under Regulation T or such withdrawal will not cause an undermargined condition. A more detailed description of the Lottery Process may be accessed by visiting <http://www.mybrokerageinfo.com> and clicking on "Callable Securities Lottery."

You may also request a hard copy of the Lottery Process by writing to National Financial Services LLC, P.O. Box 770001, Cincinnati, OH 45277.

#### Use of Funds Held Overnight

As compensation for services provided with respect to accounts, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the accounts before investment; and disbursement amounts made by check prior to the check being cleared by the bank on which it was drawn. Any above amounts will first be netted against outstanding account obligations. The use of such amounts may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

- (1) **Receipts.** Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, EFT or other means) will generally be invested in the account's core account investment vehicle by close of business on the business day following NFS's receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the core account purchase settles on the next business day. Note that amounts disbursed from an account (other than as referenced in Section (2) below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the account's core account. These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.
- (2) **Disbursements.** NFS gets the use of amounts disbursed by check from accounts from the date the check is issued by NFS until the check is presented and paid.
- (3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

#### Transaction Settlement Deadlines

Unless notified to the contrary, you need to pay for all transactions by 2 p.m. Eastern Time on the settlement date, and deliver all securities in time for us to receive them one business day before the settlement date. We and NFS reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way.

#### Bank Wires and EFT Transactions

Bank wire transfers to your bank are normally processed the same day, depending on the time received. A wire may be for between \$10,000 and \$999,999,999.99.

EFTs are normally completed within three business days of your request. Money deposited via EFT is normally not available for withdrawal for four business days. An EFT transfer may be for between \$10 and \$999,999,999.99. The two accounts involved in an EFT transaction must have at least one owner's name in common (and that name must match exactly).

For EFT transactions, you hereby grant us limited power of attorney for purposes of redeeming any shares in your accounts (with the right to make any necessary substitutions), and direct us to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in your account. You agree that the above appointments and authorizations will continue until either the account is terminated, we receive written notice of any change, or we have sent 30 days' written notice to your account's address of record indicating that we will cease to act as agents to the above appointments.

#### Checkwriting

When you request (and are approved for) checkwriting, your checks will be drawn on an account at BNY Mellon. If you write a check and your collected balance (as defined in "Debits to Your Account") is not sufficient to honor the full amount, the check will be dishonored and neither BNY Mellon nor we are liable to you for any consequences.

Checkwriting is covered by its own Checkwriting and Debit Card Agreement and Disclosure Statement, which are mailed to you. Although these documents are provided separately, they are incorporated herein by reference (are legally considered part of this agreement).

You are responsible for reviewing your confirmations and statements for your account and for monitoring all of your check transactions for accuracy, including for any unauthorized transactions, such as forged signatures. You are responsible for immediately notifying us of any inaccurate check transactions.

#### Debit Cards

When you request (and are approved for) a debit card, BNY Mellon will issue a card to you. Each debit card is covered by the Checkwriting and Debit Card Agreement and Disclosure Statement (see "Checkwriting") above.

As an account owner, you are responsible for:

- any usage of any debit card on the account
- understanding the terms of the debit card agreement before you begin using the card
- advising any other card holders on your account that these agreements will apply to them, that they may be responsible for paying any charges you or other card holders fail to pay, and that their credit records may be affected by any activity on the account, whether attributable to them or not.

Total debit card transactions generally are limited to your collected balance, or to the following, whichever is lower:

- total debit card transactions (including merchant transactions, authorizations, and ATM withdrawals): \$30,000 per day
- total ATM cash withdrawals per day: \$1,500 (some ATMs may impose lower daily limits)
- any additional limits set by BNY Mellon or by a merchant, bank, or ATM processing a transaction

Note that on any account, we typically reduce your collected balance as soon as a debit card transaction is authorized, whether or not the authorization results in an actual transaction.

## Margin Credit

*(Applies only if you have margin on your account)*

A margin account lets you borrow money from NFS, using as collateral eligible securities that are in your account. A margin account is designed primarily to finance additional purchases of securities, although it can also provide overdraft protection for your cash management activities.

Margin privileges on a Non-Prototype Plan Account or IRA may be limited to purchasing or selling securities. Securities purchased on margin may be considered "debt-financed property" and subject to unrelated business taxable income (UBTI). Any filing or taxes due, including UBTI, are the responsibility of the plan's trustee or IRA custodian.

Non-Purpose Loans are not permitted on Non-Prototype Plan or IRA accounts.

Margin offers both potential benefits and risks and is not appropriate for all investors. Unless you indicate otherwise on your form, you will be considered for margin credit. Consult your Broker-Dealer or other financial advisor if you have questions about whether margin is appropriate for you. Margin is not available on UGMA/UTMA, estate or retirement accounts.

If your account is approved for margin, you agree that all marginable assets will be held in a margin account, unless you tell us to the contrary (precious metals are not marginable). Money in your core account, and any cash dividends paid on marginable securities, are automatically applied to your margin debt every month.

When you borrow on margin, you agree to maintain the level of margin collateral we require (which we may change at any time).

Should we believe it necessary to protect our interests, we may take any or all of the following steps:

- Sell, transfer, convert, withdraw or assign such assets or property to satisfy a margin deficiency or other obligation whether or not you have made advances with respect to such property.
- Buy assets, or contracts relating to these, of which your account or accounts may be short, in order to close out in whole or in part any commitment on your behalf.
- Place stop orders with respect to these securities.

How and when we can take these steps:

- At any time, during regular market hours or otherwise.
- For any cause, such as high market volatility, an account owner's death or petition for bankruptcy, an attachment, or a stock exchange order.
- Through any market we choose, such as any stock exchange, public auction, or private sale, including buying assets on our own behalf.
- With or without advertising.

Although we may consider any requests or offers you make in connection with our taking these steps, we have no obligation to accommodate them.

Note that property in a margin account may be pledged or repledged, hypothecated (loaned) or re-hypothecated, either separately or in common with any other property, for as much as your obligation to us or more, without our having to retain a like amount of similar property in our control for delivery. NFS may use certain securities in your account in connection with short sales and may receive compensation in connection therewith. Also, we may at any time, and without notice to you, transfer any property between any of your accounts, whether individual or joint, or from any of your accounts to any account you guarantee.

Note that in a Transfer on Death account, margin balances are not transferrable. Prior to transferring the account to the beneficiaries, we will satisfy any margin debt by liquidating our choice of securities in the account.

## Important Information about Margin and Its Risks

When you buy securities in your account, you may pay for them in full or you may borrow part of the purchase price from us, using a margin account.

When you borrow on margin, the securities in your account become our collateral for the loan to you. A decline in the value of these securities is therefore a decline in the value of the collateral. We can respond in a variety of ways, as described below.

Before you make use of margin in any way, it's essential to fully understand the risks involved. These risks include:

- You can lose more money than you deposited in your margin account. If securities you bought on margin go down in price, you may face a "margin call," meaning you have to deposit more money or marginable securities.
- NFS can set stricter margin requirements than the industry minimum, and can increase these "house" requirements without advance notice.

An increase may take effect immediately and may trigger a maintenance margin call.

- If you cannot meet a margin call, NFS can force the sale of assets in your account(s). If the equity in your account falls below either industry minimums or NFS's house requirements, NFS can cover the deficiency by selling securities or other assets in any account of yours at NFS (including accounts at other NFS affiliates). If these assets are insufficient, you will be responsible for making up any shortfall, and potentially for paying NFS's costs for collecting the shortfall as well.
- NFS can sell assets in your account without contacting you. While NFS generally attempts to notify customers of margin calls, it is not required to do so. Even if you are notified, NFS can still sell assets before the time indicated in the notice, if it believes such action is warranted.
- You are not entitled to choose which securities are sold to meet a margin call. Because your accounts form NFS's collateral for its loan to you, the choice of what to sell is NFS's.
- You are not entitled to a time extension on a margin call. While NFS may grant you an extension, it is not required to do so.
- Short selling is a margin account transaction and entails the same risks as described above. NFS can use your account to buy securities to cover a short position without contacting you. If you don't have sufficient assets, you are responsible for the shortfall and collection costs.
- NFS can loan out (to itself or others) the securities that collateralize your margin borrowing, and can loan you securities to cover your short sales. If it does, you may not be entitled to receive, with respect to securities that are lent, certain benefits that normally accrue to a securities owner, such as the ability to exercise voting rights, or to receive interest, dividends, or other distributions. Although you may receive substitute payments in lieu of distributions, these payments may not receive the same tax treatment as actual interest, dividends, or other distributions, and you may therefore incur additional tax liability for substitute payments. NFS may allocate substitute payments by lottery or in any other manner permitted by law, rule, or regulation.

Note that any substitute payments NFS makes are voluntary, and may be discontinued at any time.

- Checkwriting and debit card services may increase your risk of a margin call. Any debits that are posted to your account when no income or core account assets are available will drive up your margin balance.

Additional terms concerning margin appear elsewhere in this agreement, particularly in "Agreement Features and Policies," "Fees and Other Costs," and "Terms Concerning This Agreement."

If you have any questions or concerns about your margin account or margin generally, contact NFS.

## Fees and Other Costs

The features and services provided in connection with your account generally involve fees, expenses, or other costs. These fees and costs may vary with account balance, account activity, and usage of features or services. All fees and costs are charged to your core account. A partial list includes fees or costs for:

- account maintenance (annual fee, for Cash Management accounts with debit cards)
- ATM usage fees
- check reorders
- stop payment requests, dishonored checks, copies of checks, or excessive checkwriting activity
- interest on any margin debt you incur (see below)

### Margin Interest

In determining your debit balance and interest rate, we combine (by computer) the margin balances in all of your accounts except short accounts and income accounts. We then compute interest for each account based on the rate resulting from averaging the daily debit balances during the interest period. Interest is charged from the date we extend you credit.

For all margin borrowing — regardless of what you use it for — we charge interest at an annual rate that is based on two factors: our base rate, and your average debit balance. Interest on debit balances is computed by multiplying the average daily debit balance of the account by the applicable interest rate in effect and dividing by 360, times the number of days a daily debit balance was maintained during the interest period.

The minimum base rate for the purposes of determining interest to be applied for any credit extended or maintained based on the Federal Funds Target or Overnight Bank Funding rate shall not fall below 0.00%, 1.75% for the Call Money rate and 3.00% for the Prime rate.

For more complete information on margin interest, including the formula we use for calculating interest, see the attached Disclosure of Credit Terms on Transactions. Interest you pay on the margin debit balance in your account may be shared between your Broker-Dealer and NFS.

## Monitoring Your Account

As an account owner, you are responsible for monitoring your account. This includes making sure that all transactions are accurate and that you are receiving confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about your account is accurate and contains nothing suspicious. You understand that NFS does not monitor your account for you and has no duty to advise you of any issue regarding your account or us.

If you have a Bank Deposit Sweep Program as your core account investment vehicle, you are responsible for monitoring the total amount of your assets on deposit with each Bank in the Bank Deposit Sweep Program (including amounts in other accounts at each Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you. If you are a trustee or other fiduciary, you are responsible for determining the application of the insurance rules for the account and its beneficiaries.

So long as we or NFS send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by an owner, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations are legally presumed to be accurate unless you specifically tell us otherwise within five days of when they were sent to you; account statements, within ten days.

If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, telephone us immediately, then follow up with written notice.

## Limits of Responsibility

Your Broker-Dealer and NFS are not liable for any losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond our control, such as extreme market volatility or trading volumes.

## Indemnification

You agree to indemnify us and NFS from, and hold us harmless for, any losses (as defined in "Limits of Responsibility") resulting from your actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties.

Beyond taking reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom, or propriety of any instruction we receive.

## Terms Concerning This Agreement

### Applicability

This agreement is the only agreement between you and us concerning its subject matter, and covers all brokerage accounts that you, at whatever time, open, reopen, or have opened with us. In addition, if you have already entered into any agreements concerning services or features that relate to this account, or if you do so in the future, this agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

### Governing Laws and Policies

**This agreement and its enforcement are governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflicts-of-law provisions.**

All transactions through NFS are subject to the rules, guidelines, and customs of the marketplace where they are executed, and those of any clearing facility NFS may use, as well as applicable state and federal laws and any NFS trading policies and limitations that are in effect at the time.

### Modification and Enforcement

We may amend this agreement at any time. This may include changing, dropping, or adding fees and policies, changing features and services or the entities that provide them, and limiting the usage or availability of any feature or service, within the limits of applicable laws and regulations. Although it is our policy to send notice to account owners of any material changes, we are not obligated to do so in most cases. Outside of changes originating in these ways, no provision of this agreement can be amended or waived except in writing by one of our authorized representatives.

We or NFS may transfer our interests in this account or agreement to any of our successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your account or agreement except with our prior written approval, or through inheritance, corporate dissolution, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

We or NFS may enforce this agreement against any and all account owners. Although we or NFS may not always enforce certain provisions of this agreement, both parties retain the full right to do so at any time.

If any provision of this agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this agreement will remain fully in effect.

If for any reason (such as the termination of a contract between us and NFS) your account is held directly by NFS, it may be restricted, and there may be new or different fees and commissions. Examples of restrictions include the ability to place sell orders only and the loss of electronic trading.

NFS may offset regulatory transaction or activity fees that are assessed by certain self-regulatory organizations or regulatory authorities against NFS ("Activity Assessment Fees"). You acknowledge that NFS has the right to determine such offset of Activity Assessment Fees in its sole and exclusive discretion and that such offset of Activity Assessment Fees may differ from or exceed the regulatory transaction or activity fees in connection with your transactions. Such differences may be caused by various factors including, among other things, the rounding methodology used by NFS, the use of allocation accounts, transactions

or settlement movements for which a regulatory transaction or activity fee may not be assessed, differences between the dates of fee rate changes and various other reasons. You acknowledge that NFS has made no representation that Activity Assessment Fees assessed to you will equal the regulatory transaction fees assessed against NFS in respect of or resulting from your transactions.

#### Termination

We or NFS can terminate your account or this agreement at any time, for any reason, upon written notice to you. You can close your account, or terminate any optional feature, by notifying us in writing or calling us on a recorded line. When an account is closed, all debit cards, checkwriting, and other features associated with it are terminated.

Regardless of how or when your account is closed, you will remain responsible for all unpaid obligations of your account. This includes charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination, as well as any fees incurred but not yet charged to your account. Payment for these obligations will be deducted from your final account balance.

Your account balance and certain uncashed checks issued from your account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

In the event that we or NFS determine that the Bank Deposit Sweep Program is no longer an eligible core account investment vehicle, you authorize the withdrawal of your account balance from the Bank Deposit Sweep Program and agree that such funds may be invested

in a different core account investment vehicle at the sole discretion of us or NFS. You understand and agree that the new core account investment vehicle (i) may not be a Bank Deposit Sweep Program, (ii) may not be eligible for FDIC insurance and (iii) may not provide the same interest rate and/or rate of return as your previous core account investment vehicle. In the event of such occurrence, you may contact your Broker-Dealer for information on any such core account investment vehicle.

#### Customer Identification Program Notice

To help the government fight financial crimes, Federal regulation requires your Broker-Dealer and us to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires us to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if we or your Broker-Dealer cannot obtain and verify this information. We or your Broker-Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

NFS does not permit bearer-share entity accounts known to NFS on its platform. If it comes to NFS's attention that an entity account has issued or is permitted to issue bearer shares, NFS will restrict the account to permit liquidations only.

#### Pre-Dispute Arbitration Agreement Clause

**This agreement contains a pre-dispute arbitration clause. Under this clause, which becomes binding on all parties when you sign your account application, you, your Broker-Dealer, and NFS agree as follows:**

- A. 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.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- E. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- F. 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.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

**All controversies that may arise between you, your Broker-Dealer and NFS concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between you, your Broker-Dealer and NFS**

**whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as you may designate. If you designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then you shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If you do not notify your Broker-Dealer in writing of your designation within five (5) days after such failure or after you receive from your Broker-Dealer a written demand for arbitration, then you authorize your Broker-Dealer and/or NFS to make such designation on your behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**

# Brokerage Account Application

FOR BRANCH USE ONLY	
Branch Prefix	Account Number
RR1/Rep of Record	RR2/Pay-To Rep
Agency	
Are holders employees of your B/D? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Is this a Managed Account? <input type="checkbox"/> No <input type="checkbox"/> Yes	

Use this form to open a brokerage account with your Broker-Dealer to be held at National Financial Services LLC ("NFS"). Type on screen or fill in using CAPITAL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

## 1. Account Setup *Choose only ONE account type.*

Number of Account Holders \_\_\_\_\_

You must indicate an account type (either personal or entity). Types of ownership are governed by the laws of your state of residence.

### Personal Accounts *Go to Section 2 to complete Primary Account Holder information.*

*Additional paperwork is required for estate or entity accounts.*

#### ☐ Individual

##### Transfer on Death:

- ☐ TOD – Individual  
☐ TOD – Joint Tenants with Rights of Survivorship  
☐ TOD – Joint Tenants in Entirety

##### Estate:

- ☐ Administrator  
☐ Executor  
☐ Personal Representative

#### Joint:

- ☐ Tenants with Rights of Survivorship  
☐ Tenants in Common  
☐ Tenants in Entirety  
☐ Community Property  
☐ Usufruct

#### Custodial:

- ☐ UGMA/UTMA *Indicate where gift/transfer was made. Default: state where account is registered.*  
*Indicate age of termination.*  
*Default: Age under applicable state statute for transfers by gift unless otherwise specified below with an age that is permissible under the applicable state statute.*

State
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Age of Termination
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### Entity Accounts *Go to Section 6 to complete Entity Account Information.*

If there are any persons who qualify as an entity owner or control person, their information can be captured in the Account Stakeholder section.

*Corporations and Limited Liability Companies must also select the applicable tax classification. Entities with tax exempt 501(c)(3) status should choose Exempt (not applicable).*

#### Corporation taxed as:

- ☐ C-Corp  
☐ S-Corp  
☐ Exempt (not applicable)

#### Limited Liability Company (LLC)\* taxed as:

- ☐ C-Corp  
☐ S-Corp  
☐ Exempt (not applicable)

Tax Classification
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- ☐ Partnership  
☐ Sole Proprietorship

- ☐ Partnership  
☐ Unincorporated Association (not for LLCs)  
☐ Sole Proprietorship

#### Trust:

- ☐ Under Agreement  
☐ Under Will

#### Non-Prototype:

- ☐ IRA  
☐ Plan  
☐ Trust

#### Other:

- ☐ Church  
☐ Committee  
☐ Conservator  
☐ Bank

- ☐ Guardian  
☐ Investment Club  
☐ Other

Other
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### Exempt Payee Code

Exempt Payee Code
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*If your entity qualifies for one of the 13 exempt payee codes, provide the code here. Refer to the last page of this application for a description of the codes.*

*\* A domestic LLC solely owned by an individual that is a disregarded entity for tax purposes should provide the individual's name, the DBA company name and the individual's SSN in Section 6.*

## 2. Primary Account Holder

Enter full name as evidenced by a government-issued unexpired document (e.g., driver's license, passport, permanent resident card).

First Name		Middle Name	Last Name	
Date of Birth MM DD YYYY		Email		
Daytime Phone		Evening Phone		<input type="checkbox"/> Single/Divorced/Widowed <input type="checkbox"/> Married
# of Dependents				
Business Title <i>complete if applicable</i>				
Taxpayer ID Number		Required		Country of Citizenship
		<input type="checkbox"/> SSN <input type="checkbox"/> EIN <input type="checkbox"/> ITIN		
Type of Government-Issued ID			ID Number	
Country of ID Issuance		ID Issuance Date	ID Expiration Date	

### Legal Address

Cannot be a P.O. Box or Mail Drop.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

### Mailing Address

☐ Same as Legal Address

Complete only if different from Legal Address above.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

### Income Source, Affiliations, and Associations *Industry regulations require us to ask for this information.*

Check one.

☐ Employed     
 ☐ Retired     
 ☐ Not Employed

Provide Income Source if retired or not employed.

Occupation	Income Source	Employer Name	
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Check all that apply.

- ☐ You are an accredited investor, as defined in Rule 501(a) of the Securities Act of 1933.  
☐ You are associated with a U.S. registered Broker-Dealer that is different than the Broker-Dealer that will hold this account.  
☐ You are employed by or associated with the Broker-Dealer that will hold this account, as defined in Section 3(a)(18) of the Securities Exchange Act of 1934.  
☐ You are associated with a U.S. Registered Investment Advisor.

*continued on next page*

## 2. Primary Account Holder *continued*

Check all that apply and provide information.

- ☐ You are, or an immediate family/household member is, a senior foreign political figure.
- ☐ You are, your spouse, or any of your relatives (including parents, in-laws and/or dependents, etc.), living in your home (at the same address), is a member of the board of directors, is a 10% shareholder, or is a policy-making officer or can direct corporate management of policies of a publicly traded company (an "Affiliate"). You must provide the information below:

Company Name	CUSIP or Symbol

- ☐ Check this box if any of these scenarios apply to you. You are registered with or employed by a Financial Industry Regulatory Authority ("FINRA") member firm ("associated person"), you are the spouse of an associated person, you are a child who resides in the same household or is financially dependent on the associated person, you are related to an associated person who has control over your account or an associated person materially contributes financial support to you and has control over your account, or you are affiliated with or employed by FINRA, any other self-regulatory organization ("SRO") or a municipal securities dealer.

☐ Same as employer above. *If different, provide the information below.*

Company Name			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

### Primary Trusted Contact *Optional*

*If your Broker-Dealer has questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment and/or neglect, your Broker-Dealer may contact the person(s) you name as trusted contact. They will have no ability to transact on the account.*

First Name		Middle Name	Last Name	
Email			Relationship to Account Owner	
Daytime Phone		<input type="checkbox"/> Mobile Number	Evening Phone	
Attention				
Address Line 1			Address Line 2	
City	State/Province	Zip/Postal Code	Country	

### Alternate Trusted Contact *Optional*

First Name		Middle Name	Last Name	
Email			Relationship to Account Owner	
Daytime Phone		<input type="checkbox"/> Mobile Number	Evening Phone	
Attention				
Address Line 1			Address Line 2	
City	State/Province	Zip/Postal Code	Country	

### 3. Additional Account Holder *Copy and complete this section for each additional Account Holder.*

Enter full name as evidenced by a government-issued unexpired document (e.g., driver's license, passport, permanent resident card).

First Name		Middle Name	Last Name	
Date of Birth MM DD YYYY		Email		
Daytime Phone		Evening Phone		<input type="checkbox"/> Single/Divorced/Widowed <input type="checkbox"/> Married
# of Dependents				
Business Title <i>complete if applicable</i>				
Taxpayer ID Number		Required		Country of Citizenship
		<input type="checkbox"/> SSN <input type="checkbox"/> EIN <input type="checkbox"/> ITIN		
Type of Government-Issued ID			ID Number	
Country of ID Issuance		ID Issuance Date	ID Expiration Date	

#### Legal Address

Cannot be a P.O. Box or Mail Drop.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

#### Mailing Address

☐ Same as Legal Address

Complete only if different from Legal Address above.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

#### Income Source, Affiliations, and Associations *Industry regulations require us to ask for this information.*

Check one.

☐ Employed     
 ☐ Retired     
 ☐ Not Employed

Provide Income Source if retired or not employed.

Occupation	Income Source	Employer Name	
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Check all that apply.

- ☐ You are an accredited investor, as defined in Rule 501(a) of the Securities Act of 1933.  
☐ You are associated with a U.S. registered Broker-Dealer that is different than the Broker-Dealer that will hold this account.  
☐ You are employed by or associated with the Broker-Dealer that will hold this account, as defined in Section 3(a)(18) of the Securities Exchange Act of 1934.  
☐ You are associated with a U.S. Registered Investment Advisor.

*continued on next page*



### 3. Additional Account Holder *continued*

Check all that apply and provide information.

- ☐ You are, or an immediate family/household member is, a senior foreign political figure.
- ☐ You are, your spouse, or any of your relatives (including parents, in-laws and/or dependents, etc.), living in your home (at the same address), is a member of the board of directors, is a 10% shareholder, or is a policy-making officer or can direct corporate management of policies of a publicly traded company (an "Affiliate"). You must provide the information below:

Company Name	CUSIP or Symbol

- ☐ Check this box if any of these scenarios apply to you. You are registered with or employed by a Financial Industry Regulatory Authority ("FINRA") member firm ("associated person"), you are the spouse of an associated person, you are a child who resides in the same household or is financially dependent on the associated person, you are related to an associated person who has control over your account or an associated person materially contributes financial support to you and has control over your account, or you are affiliated with or employed by FINRA, any other self-regulatory organization ("SRO") or a municipal securities dealer.

☐ Same as employer above. *If different, provide the information below.*

Company Name			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

#### Primary Trusted Contact *Optional*

*If your Broker-Dealer has questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment and/or neglect, your Broker-Dealer may contact the person(s) you name as trusted contact. They will have no ability to transact on the account.*

First Name	Middle Name	Last Name	
Email		Relationship to Account Owner	
Daytime Phone	<input type="checkbox"/> Mobile Number	Evening Phone	<input type="checkbox"/> Mobile Number
Attention			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

#### Alternate Trusted Contact *Optional*

First Name	Middle Name	Last Name	
Email		Relationship to Account Owner	
Daytime Phone	<input type="checkbox"/> Mobile Number	Evening Phone	<input type="checkbox"/> Mobile Number
Attention			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

## 4. Suitability

**Financial Position** Choose the range that best describes your situation or provide the dollar amount.

### Annual Income

From all sources

- ☐ \$0–\$25,000  
☐ \$25,000–\$50,000  
☐ \$50,000–\$100,000  
☐ Over \$100,000

\$ \_\_\_\_\_

### Estimated Net Worth

Excluding primary residence

- ☐ \$0–\$50,000  
☐ \$50,000–\$100,000  
☐ \$100,000–\$500,000  
☐ Over \$500,000

\$ \_\_\_\_\_

### Investable/Liquid Assets

Including cash and securities

- ☐ \$0–\$50,000  
☐ \$50,000–\$100,000  
☐ \$100,000–\$500,000  
☐ Over \$500,000

\$ \_\_\_\_\_

### Federal Tax Bracket

- ☐ 0%–15%  
☐ 21%–27½%  
☐ Over 27½%

### Account Funding Source

Check all that apply.

- ☐ Asset appreciation  
☐ Business revenue  
☐ Inheritance  
☐ Legal/insurance settlement  
☐ Sale of assets  
☐ Savings from earnings  
☐ Other

Other

### Annual Expenses

Recurring

- ☐ \$0–\$50,000  
☐ \$50,000–\$100,000  
☐ \$100,000–\$250,000  
☐ \$250,000–\$500,000  
☐ Over \$500,000

\$ \_\_\_\_\_

### Special Expenses

Future and non-recurring

- ☐ \$0–\$50,000  
☐ \$50,000–\$100,000  
☐ \$100,000–\$250,000  
☐ Over \$250,000

\$ \_\_\_\_\_

### Timeframe

Required for Special Expenses

- ☐ Within 2 years  
☐ 3–5 years  
☐ 6–10 years

## Investment Profile

### Investment Purpose

- ☐ Save for education  
☐ Save for retirement  
☐ Save for short-term goal(s)  
☐ Generate income  
☐ Accumulate wealth  
☐ Preserve wealth  
☐ Market speculation  
☐ Other

Other

### Investment Objectives

Rank your investment objectives for this account in order of importance (1 being the highest). Review the attached Customer Agreement for important information on investment objectives. Select only the applicable objectives (consult with your investment professional for more information).

- \_\_\_\_ Preservation of capital  
\_\_\_\_ Income  
\_\_\_\_ Capital appreciation  
\_\_\_\_ Speculation  
\_\_\_\_ Trading profits  
\_\_\_\_ Growth and Income  
\_\_\_\_ Other

Other

### Risk Tolerance

- ☐ Conservative  
☐ Moderately Conservative  
☐ Moderate  
☐ Moderately Aggressive  
☐ Aggressive  
☐ Combination: \_\_\_\_\_

### Investment Time Horizon

- ☐ Near Term  
☐ Very Short  
☐ Short  
☐ Intermediate  
☐ Long  
☐ Combination: \_\_\_\_\_

### General Investment Knowledge

- ☐ Limited  
☐ Good  
☐ Extensive

## Product Knowledge

### Investment Product Knowledge

Check either None, Limited, Good, or Extensive based on your knowledge of the following, **OR** provide your number of years of experience:

	None	Limited	Good	Extensive	OR	Number of Years	Transactions per Year
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Short Term	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Limited Partnerships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Variable Contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Futures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Annuities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Alternative Investments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Margin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Foreign Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Foreign Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Life Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15

## 4. Suitability *continued*

### Additional Suitability Information

#### Decision-Making Experience

Check all that apply:

I consult with my broker. ☐ Yes ☐ No

I make my own decisions. ☐ Yes ☐ No

I consult with my family/friends. ☐ Yes ☐ No

Additional Information

**Assets Held Away – Provide total value of assets held away and percentages for each type of asset. Total of all percentages must equal 100%.**

Total value of assets held away:	Stocks	Mutual Funds	Variable Contracts	Alternative Investments
\$	%	%	%	%
	Bonds	Options	Security Futures	Foreign Currency
	%	%	%	%
	Short Term	Limited Partnerships	Annuities	Foreign Security
	%	%	%	%
		Life Insurance	Other	Other explain
		%	%	

## 5. Account Characteristics

### Service Instructions

#### Proceeds *Choose one.*

- ☐ Hold in core account investment vehicle (if specified) or in brokerage account
- ☐ Send by check to mailing address of account\*
- ☐ Send by external bank link (EFT)\*
- ☐ Send by Autosweep (DBSX)\*  
*Bank affiliates only. Consult Broker-Dealer for availability.*
- ☐ Delivery vs. payment (DVP)

#### Security Purchases *Choose one.*

- ☐ Hold in street name
- ☐ Register certificates to account name and send to mailing address
- ☐ Delivery vs. payment (DVP)

#### Dividend/Distribution Income *Choose one.*

*Note that any dividend/distribution income sent to a DVP account will remain there pending additional instructions.*

- ☐ Handle all dividends and distributions like sales proceeds
- ☐ Reinvest mutual fund and equity dividends, handle all other distributions like sales proceeds
- ☐ Reinvest mutual fund dividends, handle all other distributions like sales proceeds
- ☐ Reinvest equity dividends, handle all other distributions like sales proceeds

Pay all distributions in cash and send a check:

- ☐ Weekly ☐ Twice a Month
- ☐ Monthly ☐ Quarterly

\* If you choose this option, any cash credit balance will be sent to you.

### Bank Information

*Required if you choose external or internal bank link or can be used to establish standing instructions for electronic transfers between your brokerage account and your bank account.*

#### Bank Account Type

- ☐ Checking
- ☐ Savings

ABA Number	Account Number
------------	----------------

### Core Account Investment Vehicle

Consult your Broker-Dealer for a list of available investment vehicles. If you are or become a non-U.S. customer, your options may become limited. If you do not choose a core account investment vehicle for your core account, your Broker-Dealer may invest your cash/credit balances in a taxable interest-bearing credit account or in a default core account investment vehicle of its choice while awaiting reinvestment. Different core account investment vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. If you do not select a core account investment vehicle, your Broker-Dealer may not consider these differences when selecting a default core account investment vehicle for you. You authorize your Broker-Dealer and/or NFS to change the core account investment vehicle in your core account at its discretion.

Core Account Investment Vehicle Name	Core Account Investment Vehicle Symbol
--------------------------------------	--

*continued on next page*

## 5. Account Characteristics *continued*

### Duplicate Information

☐ **To All Account Holders** If selected, New Account Profiles (NAPs) and Revised Account Profiles (RAPs) regarding changes to investment objectives, additional account holder address changes, and name changes will be sent to each account holder's mailing address. If not selected, these communications will be mailed to the mailing address of the account and deemed to have been delivered to all account holders.

☐ **To Third Party** Attach additional sheet if necessary. Completing this section will be considered your request to your Broker-Dealer to instruct NFS to send the type(s) of duplicate documents checked to the party or parties indicated.

Check all that apply. ☐ Trade Confirmations ☐ Statements

Name			
Address			
City	State/Province	Zip/Postal Code	Country

### eDelivery

☐ Paper delivery of account statements, trade confirmations and/or eligible letters can be suppressed and a reminder delivered to you electronically when they are ready to be viewed online. Selecting this option indicates your interest in this optional feature. A follow-up email will be sent to you with instructions on how to complete the enrollment process.

☐ Use the primary account holder's email address that is provided in Section 2.

☐ Use another account holder's email address. *Provide the email address below.*

Email

### Optional Features *You must qualify to add these features to your account. Additional applications will be required.*

Indicate any features in this section that you would like to request. **Consult your Broker-Dealer for availability and eligibility, and to obtain the appropriate additional application(s) to apply for the features(s) you want.**

**Note:** *Certain restrictions apply to Non-Prototype Accounts.*

#### Account Features

☐ Margin *See Important Information for Non-Prototype Accounts.*

☐ Options

☐ Fee-Based Account *Indicate type below.*

Account Type

#### Cash Management and Banking Features *Choose one.*

☐ Premier Access

☐ Select Access

#### Important Information for Non-Prototype Accounts

The following information does not apply to a nonretirement Trust account.

- Margin Account Feature on a Plan or IRA Account is limited to the purchase or sale of securities in the account.
- Non-Purpose Loans are not permitted on Plan or IRA Accounts.
- You, your plan trustee or IRA Custodian will be responsible for filing any taxes associated with unrelated business taxable income ("UBTI").
- You will also be responsible for any mandatory disclosures to Regulatory Agencies or plan participants, as applicable.

## 6. Entity Account Information

Enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, corporate resolution).

\* For foreign entities ONLY.

If providing a SSN, ensure that the person who is associated with the SSN is listed on this application.

Check any that apply. ► **Entity is a:** ☐ Accredited Investor ☐ U.S. Registered Broker-Dealer ☐ U.S. Registered Investment Advisor ☐ U.S. Registered Investment Company

Entity/Trust Name		Date of Trust	
Taxpayer ID Number	Required <input type="checkbox"/> SSN <input type="checkbox"/> EIN <input type="checkbox"/> ITIN	Country of Organization	
Type of Government-Issued ID*		ID Number*	
Country of ID Issuance*	ID Issuance Date*	ID Expiration Date*	

### Legal Address

Cannot be a P.O. Box or Mail Drop.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

### Mailing Address ☐ Same as Legal Address

Complete only if different from Legal Address above.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

## 7. Entities That Are Account Holders

Provide information on any entity that is an account holder. Be sure to also provide personal information on at least one individual associated with this account.

### Entity Information

Enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, corporate resolution).

\* For foreign entities ONLY.

If providing a SSN, ensure that the person who is associated with the SSN is listed on this application.

Check any that apply. ► **Entity is a:** ☐ Accredited Investor ☐ U.S. Registered Broker-Dealer ☐ U.S. Registered Investment Advisor ☐ U.S. Registered Investment Company

Entity Name			
Taxpayer ID Number	Required <input type="checkbox"/> SSN <input type="checkbox"/> EIN <input type="checkbox"/> ITIN	Country of Organization	
Type of Government-Issued ID*		ID Number*	
Country of ID Issuance*	ID Issuance Date*	ID Expiration Date*	

### Legal Address

Cannot be a P.O. Box or Mail Drop.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

### Mailing Address

☐ Same as Legal Address

Complete only if different from Legal Address above.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

## 8. Account Stakeholder

A **control person** is an individual with significant responsibility for managing the legal entity (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

An **entity owner** is each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity opening the account. If there are no entity owners that are disclosed in this application, you are certifying that there are no individuals that own, directly or indirectly, 25% or more of the equity interests of the legal entity customer. You will notify your Broker-Dealer if or when beneficial ownership of the legal entity customer changes.

### Stakeholder #1

Check all that apply.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Individual with Appoint/Remove Authority | <input type="checkbox"/> Beneficial Owner | <input type="checkbox"/> Entity Owner                           |
| <input type="checkbox"/> Authorized Agent                         | <input type="checkbox"/> Control Person   | <input type="checkbox"/> Grantor                                |
| <input type="checkbox"/> Authorized Agent/Beneficial Owner        | <input type="checkbox"/> Deceased Grantor | <input type="checkbox"/> Individual with Revoke/Amend Authority |

### Personal Information

Enter full name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).  
If the account stakeholder is an entity, enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, corporate resolution).

First Name		Middle Name	Last Name	
Business Title				
Country of Citizenship			Citizenship Status	
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Taxpayer ID Number		Date of Birth MM DD YYYY	% of Ownership
Type of Government-Issued ID	ID Number	Country of ID Issuance	ID Issuance Date	ID Expiration Date

### Legal Address

Cannot be a P.O. Box or Mail Drop.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

### Stakeholder #2

Check all that apply.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Individual with Appoint/Remove Authority | <input type="checkbox"/> Beneficial Owner | <input type="checkbox"/> Entity Owner                           |
| <input type="checkbox"/> Authorized Agent                         | <input type="checkbox"/> Control Person   | <input type="checkbox"/> Grantor                                |
| <input type="checkbox"/> Authorized Agent/Beneficial Owner        | <input type="checkbox"/> Deceased Grantor | <input type="checkbox"/> Individual with Revoke/Amend Authority |

### Personal Information

Enter full name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).  
If the account stakeholder is an entity, enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, corporate resolution).

First Name		Middle Name	Last Name	
Business Title				
Country of Citizenship			Citizenship Status	
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Taxpayer ID Number		Date of Birth MM DD YYYY	% of Ownership
Type of Government-Issued ID	ID Number	Country of ID Issuance	ID Issuance Date	ID Expiration Date

### Legal Address

Cannot be a P.O. Box or Mail Drop.

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

## 9. Beneficiary/FBO Information

This section is required for Transfer on Death Accounts, is optional for Trust and Non-Prototype accounts, and does not apply to any other types of accounts. Social Security/Taxpayer ID Number or Date of Birth is required for each beneficiary.

### Primary Beneficiaries

For each beneficiary, check one and provide information. Social Security/Taxpayer ID Number or Date of Birth/Trust is required for each beneficiary. Use percentages only, not dollar amounts.

**If beneficiary is a trust, provide trust name and date trust was established.**

To designate additional beneficiaries, attach instructions with the necessary beneficiary information.

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	<table><tr><td colspan="3">Beneficiary Name</td><td><input type="checkbox"/> Per Stirpes</td></tr><tr><td><input type="checkbox"/> SSN <input type="checkbox"/> TIN</td><td>Social Security/Taxpayer ID Number</td><td>Date of Birth/Trust MM DD YYYY</td><td>Share Percentage %</td></tr><tr><td colspan="2">Country of Citizenship/Organization</td><td colspan="2">Name of Trustees if applicable</td></tr></table>	Beneficiary Name			<input type="checkbox"/> Per Stirpes	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %	Country of Citizenship/Organization		Name of Trustees if applicable	
Beneficiary Name			<input type="checkbox"/> Per Stirpes										
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %										
Country of Citizenship/Organization		Name of Trustees if applicable											
<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	<table><tr><td colspan="3">Beneficiary Name</td><td><input type="checkbox"/> Per Stirpes</td></tr><tr><td><input type="checkbox"/> SSN <input type="checkbox"/> TIN</td><td>Social Security/Taxpayer ID Number</td><td>Date of Birth/Trust MM DD YYYY</td><td>Share Percentage %</td></tr><tr><td colspan="2">Country of Citizenship/Organization</td><td colspan="2">Name of Trustees if applicable</td></tr></table>	Beneficiary Name			<input type="checkbox"/> Per Stirpes	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %	Country of Citizenship/Organization		Name of Trustees if applicable	
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Beneficiary Name			<input type="checkbox"/> Per Stirpes										
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %										
Country of Citizenship/Organization		Name of Trustees if applicable											
<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	<table><tr><td colspan="3">Beneficiary Name</td><td><input type="checkbox"/> Per Stirpes</td></tr><tr><td><input type="checkbox"/> SSN <input type="checkbox"/> TIN</td><td>Social Security/Taxpayer ID Number</td><td>Date of Birth/Trust MM DD YYYY</td><td>Share Percentage %</td></tr><tr><td colspan="2">Country of Citizenship/Organization</td><td colspan="2">Name of Trustees if applicable</td></tr></table>	Beneficiary Name			<input type="checkbox"/> Per Stirpes	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %	Country of Citizenship/Organization		Name of Trustees if applicable	
Beneficiary Name			<input type="checkbox"/> Per Stirpes										
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %										
Country of Citizenship/Organization		Name of Trustees if applicable											
<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	<table><tr><td colspan="3">Beneficiary Name</td><td><input type="checkbox"/> Per Stirpes</td></tr><tr><td><input type="checkbox"/> SSN <input type="checkbox"/> TIN</td><td>Social Security/Taxpayer ID Number</td><td>Date of Birth/Trust MM DD YYYY</td><td>Share Percentage %</td></tr><tr><td colspan="2">Country of Citizenship/Organization</td><td colspan="2">Name of Trustees if applicable</td></tr></table>	Beneficiary Name			<input type="checkbox"/> Per Stirpes	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %	Country of Citizenship/Organization		Name of Trustees if applicable	
Beneficiary Name			<input type="checkbox"/> Per Stirpes										
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %										
Country of Citizenship/Organization		Name of Trustees if applicable											

continued on next page

## 9. Beneficiary/FBO Information *continued*

### Contingent Beneficiaries

For each beneficiary, check one and provide information. Social Security/Taxpayer ID Number or Date of Birth/Trust is required for each beneficiary.  
Use percentages only, not dollar amounts.

**If beneficiary is a trust, provide trust name and date trust was established.**

To designate additional beneficiaries, attach instructions with the necessary beneficiary information.

- ☐ Spouse  
☐ Non-Spouse  
☐ Trust

Beneficiary Name			<input type="checkbox"/> Per Stirpes
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %
Country of Citizenship/Organization		Name of Trustees if applicable	

- ☐ Spouse  
☐ Non-Spouse  
☐ Trust

Beneficiary Name			<input type="checkbox"/> Per Stirpes
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %
Country of Citizenship/Organization		Name of Trustees if applicable	

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☐ Non-Spouse  
☐ Trust

Beneficiary Name			<input type="checkbox"/> Per Stirpes
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %
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☐ Trust

Beneficiary Name			<input type="checkbox"/> Per Stirpes
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %
Country of Citizenship/Organization		Name of Trustees if applicable	



## 10. Signature(s) and Date(s) *Form cannot be processed without signature(s) and date(s).*

**Customer Identification Program Notice:** To help the government fight financial crimes, Federal regulation requires your Broker-Dealer and us to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires us to obtain and verify the beneficial owners, i.e., entity owners and control persons, of legal entity customers, as applicable. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if we or your Broker-Dealer cannot obtain and verify this information. We or your Broker-Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

In the section below, "NFS," "us," and "we" refer to National Financial Services LLC and its officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives as the context may require; "you" refers to the account holder(s) indicated on the account form and any authorized individuals; "Broker-Dealer" refers to the financial institution with which you opened your account.

By signing below, you:

- Affirm that you are at least 18 years of age and are of full legal age in the state in which you reside.
- Affirm that you have received, read, understand, and agree to the current terms of Account Agreement and the account features you selected and agree to future amendments to these terms.
- Understand that unless you provide written notice to the contrary, NFS and your Broker-Dealer may supply your name and other information (including your Social Security/ tax identification number) to issuers of securities held in your account so you can receive important information and participate in corporate actions regarding such securities.
- Represent and warrant that you have disclosed to your Broker-Dealer your employer information and affiliation status.
- Agree that if an entity is opening the account, you will notify your Broker-Dealer if or when beneficial ownership information of the entity changes.
- Indemnify and hold harmless your Broker-Dealer, NFS, their officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives from any claims or losses that may occur in the event that you fail to meet any requirements concerning your brokerage account.
- Certify that all information provided in this application is true, accurate, and complete.
- Affirm that you have also read, understand, and agree to the terms of the applicable prospectus or disclosure document for any mutual fund that you purchase or exchange or Bank Deposit Sweep Program into which you have funds transferred or invest, including any mutual fund or Bank Deposit Sweep Program that you choose for your core account and that you agree to future amendments to these terms.
- Represent that, if you choose a bank sweep product for your core account investment vehicle, you are: (1) a natural person; (2) if you are a fiduciary, each of the beneficial owners are natural persons; or (3) if this account is established as a Transfer on Death account, each beneficiary is a natural person.
- Agree that if you do not choose a core account investment vehicle for your account, you authorize your Broker-Dealer to select a default core account investment vehicle for you, and you shall hold your Broker-Dealer and us harmless for such default selection and any resulting consequences.
- Acknowledge that NFS is serving in the capacity of a clearing firm and is not responsible for any administration of the Plan or IRA.
- Agree that you are responsible for providing information about this account to your IRA Custodian, plan administrator or plan recordkeeper for any required reporting or disclosure.
- Understand that different core account investment vehicles may have different rates of return and terms and conditions, such as FDIC insurance or SIPC protection, and your Broker-Dealer may not have considered these differences when selecting a core account investment vehicle for you.
- Have instructed your Broker-Dealer to establish, as your agent, an account with us. You have appointed your Broker-Dealer as your exclusive agent to act for and on your behalf with respect to all matters regarding your account with us, including the placing of securities purchase and sale orders; the selection of your core account investment vehicle, including a Bank Deposit Sweep Program; and to act in all respects in connection with such core account investment vehicle; and, provided margin and/or options trading have/has been approved, delivery of margin and option instructions for your

account. No fiduciary relationship exists with us. Understand that we will look solely to your Broker-Dealer and not you with respect to such orders or instructions, and you agree to hold us harmless from and against any losses, costs, or expenses arising in connection with the delivery or receipt of any such communication(s), provided we have acted in accordance with the above. The foregoing shall be effective until written revocation is received by us and your Broker-Dealer.

### For a Non-Prototype Retirement Plan or IRA Account

By signing below, you:

- Acknowledge that this account may be governed by a plan document or custodial agreement and that you may have a fiduciary obligation with regard to the administration and investment of that plan.
- Agree that margin shall only be used to purchase or sell securities for this account.
- Agree to file any required tax form and pay applicable taxes from or with respect to this account.
- Agree to provide necessary disclosures associated with margin to Regulatory Agencies or plan participants, as necessary.
- Represent that margin does not constitute a Prohibited Transaction under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or the Internal Revenue Code of 1986, as amended ("IRC").
- Indemnify and hold harmless NFS from and against all claims, demands, proceedings, suits, and actions and all liabilities, losses, expenses and costs including legal fees and expenses related to (1) account holder's failure to comply with any of its fiduciary obligations to the plan for which this account is established, (2) misuse of margin and (3) failure to comply with any disclosure and/or filing requirements as set forth by the Internal Revenue Service from time to time.

*If you are a U.S. person:*

- You certify under penalties of perjury that: (1) the Social Security number or Taxpayer identification Number that you provided on this application is correct (or you are waiting for a number to be issued to you); and (2) you are not subject to backup withholding because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue

Service (IRS) that you are subject to backup withholding for failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding; and (3) you are a U.S. citizen or other U.S. person, including a U.S. resident alien; and (4) the FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting are correct.

- ☐ If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, you must check this box to indicate that you do not certify Item 2.

*If you are not a U.S. person:*

- You are submitting the applicable Form W-8 with this form to certify your foreign status and, if applicable, claim tax treaty benefits.

*continued on next page*

## 10. Signature(s) and Date(s) *Form cannot be processed without signature(s) and date(s). continued*

*The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.*

You acknowledge that this account is governed by a pre-dispute arbitration clause, which appears on the last page of the Brokerage Account Customer Agreement, and that you have read the pre-dispute arbitration clause.

All account holders (including authorized individuals and trustees) must sign and date in accordance with the signature requirements outlined in the account's supporting documents.

Print Name First, M.I., Last	
Signature	Date MM - DD - YYYY
<b>SIGN</b> X	X

Print Name First, M.I., Last	
Signature	Date MM - DD - YYYY
<b>SIGN</b> X	X

Print Name First, M.I., Last	
Signature	Date MM - DD - YYYY
<b>SIGN</b> X	X

Print Name First, M.I., Last	
Signature	Date MM - DD - YYYY
<b>SIGN</b> X	X

Print Name First, M.I., Last	
Signature	Date MM - DD - YYYY
<b>SIGN</b> X	X

Print Name First, M.I., Last	
Signature	Date MM - DD - YYYY
<b>SIGN</b> X	X

Print Name First, M.I., Last	
Signature	Date MM - DD - YYYY
<b>SIGN</b> X	X

Print Name First, M.I., Last	
Signature	Date MM - DD - YYYY
<b>SIGN</b> X	X

If this is a trust account and you have more than 6 trustees, sign below.

Print Name First, M.I., Last	
Signature	Date MM - DD - YYYY
<b>SIGN</b> X	X

Print Name First, M.I., Last	
Signature	Date MM - DD - YYYY
<b>SIGN</b> X	X

### For Branch Use Only

Account accepted in accordance with firm policies.

Registered Rep. Name	Signature	Date MM - DD - YYYY
Office Manager/Principal Name	Signature	Date MM - DD - YYYY

# Backup Withholding Exemption Codes

Use the codes below to populate the Tax Exemption Code field in the Account Registration section of applicable new account applications.

The following is an excerpt from the IRS Form W-9. For more information, visit [www.irs.gov/formspubs](http://www.irs.gov/formspubs).

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

The following codes identify payees that are exempt from backup withholding:

- 1 An organization exempt from tax under Section 501(a), any IRA, or a custodial account under Section 403(b)(7) if the account satisfies the requirements of Section 401(f)(2)
- 2 The United States or any of its agencies or instrumentalities
- 3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 A corporation
- 6 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 A real estate investment trust
- 9 An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 A common trust fund operated by a bank under Section 584(a)
- 11 A financial institution
- 12 A middleman known in the investment community as a nominee or custodian
- 13 A trust exempt from tax under Section 664 or described in Section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Payments over \$600 required to be reported	Generally, exempt payees 1 through 5

# Disclosure of Credit Terms on Transactions

NFS Copy

Dear Customer:

Securities and Exchange Commission Rule 10b-16 requires a broker who extends credit to a customer in connection with any security transaction to furnish the customer specified information describing the terms, conditions and methods pursuant to which interest charges are made to customers' accounts. This statement is sent to you in conformity with that rule.

Interest will be charged on all accounts for any credit extended to or maintained for customers by the firm for the purpose of purchasing, carrying or trading in securities or otherwise.

The annual rate of interest you will be charged may vary from a minimum of .50% to a maximum of 2.50% above the National Financial Base Lending Rate ("NFBLR"), depending upon the amount of your average debit balance. The NFBLR is set at the discretion of NFS with references to commercially recognized interest rates, industry conditions regarding the extension of margin credit, and general credit conditions.

Current rates are as follows:

Average Debit Balance	Interest to be Charged Above NFBLR
\$0 — \$9,999	2.50%
\$10,000 — \$24,999	2.25%
\$25,000 — \$99,999	1.25%
\$100,000 — \$499,999	0.75%
\$500,000 and over	0.50%

In determining the daily debit balance and the resulting rate of interest we will combine the margin account balances in all accounts, except Type 3-Short Accounts and Type 9-Income Accounts. Interest is then computed for each account based on the rate resulting from averaging the daily debit balances during the interest period.

Your rate of interest will be changed without notice in accordance with changes in the NFBLR and in your average debit balance. When your interest rate is to be increased for any other reason, you will be given at least 30 days' written notice. If NFBLR is expressed as a range, NFS may apply the highest end of the range.

Your monthly statement will show the dollar amount of interest and the interest rate charged to your account. There will be no interest charge reflected on your statement if your monthly charge is less than \$1.00. An interest cycle will cover the period beginning with the first business day following the 20th of each month.

All securities or other property held by us in any of your accounts are collateral for any debit balances. A lien is created by those debits to secure the amount of money owed to us. This means securities or other assets in any of your accounts can be sold, withdrawn, transferred or converted to reduce or liquidate entirely any debit balances in your accounts, as authorized in your Margin Account Agreement.

If there is a decline in the market value of the securities or other assets which are collateral for your debits, it may be necessary for us to request additional margin.

Ordinarily, a request for additional margin will be made when the equity in the margin account (the market value of the securities or other assets in the account in excess of the debit balances) falls below our margin maintenance requirements, which may change from time to time without notice. We retain the right to require additional margin any time we deem it desirable. Margin calls can be met by delivery of cash or additional securities.

**Other Charges.** Separate charges at an annual rate of 2.5% above NFBLR may be made in the Type 1-Cash Account in connection with:

- Prepayments (by approval only) — payments to a customer of the proceeds of a security sale before the regular settlement date.
- "When-Issued" transactions — when the market price of the "when-issued" security deteriorates from the customer's contract price by an amount that exceeds the customer's cash deposit, interest may be charged on such excess.
- Late payments — payments for securities purchased which are received past settlement date.

**Interest Computation.** Interest on debit balances is computed by multiplying the average daily debit balance of the account by the applicable interest rate in effect and dividing by 360, times the number of days a daily debit balance was maintained during the interest period. Interest charged during the interest period is the total of such daily computations. The daily debit balance of the account is the aggregate daily debit balance for all accounts other than your Type 3-Short and Type 9-Income Accounts.

Example: NFBLR of 8% — Applicable Interest Rate 10.5%

Date	Daily Debit Balance
June 17	\$ 0
June 18	5,000
June 19	10,500
June 20	8,000
Total of 3 Days	\$23,500

\$23,500 divided by 3 equals 7,833 (daily average balance), times 10.5% (applicable rate) divided by 360 equals \$2.28 (the daily interest charge), times 3 (the number of days account had a net debit balance during the interest period) equals an interest charge of \$6.85.

**Marking to Market.** The credit balance in the Type 3-Short Account will be decreased or increased in accordance with the corresponding market values of all short positions. Corresponding debits or credits will be posted to the Type 2-Margin Account. These entries in the Type 2-Margin Account will, of course, affect the balance on which interest is computed. Credits in your Type 3-Short Account, other than Marking to Market, will not be utilized to offset your Type 2-Margin Account balance for interest computation.

## Notice to Customers

Financial Industry Regulatory Authority, Inc. rule 4311 requires that your Broker/Dealer and NFS allocate between them certain functions regarding the administration of your brokerage account. The following is a summary of the allocation services performed by your Broker/Dealer and NFS. A more complete description is available upon request.

Your Broker/Dealer is responsible for: (1) obtaining and verifying brokerage account information and documentation, (2) opening, approving and monitoring your brokerage account, (3) transmitting timely and accurate instructions to NFS with respect to your brokerage account, (4) determining the suitability of investment recommendations and advice, (5) operating and supervising your brokerage account and its own activities in compliance with applicable laws and regulations, including compliance with margin rules pertaining to your margin account, and (6) maintaining of required books and records for the services it performs.

NFS shall, at the direction of your Broker/Dealer: (1) execute, clear and settle transactions processed through NFS by your Broker/Dealer, (2) prepare and send transaction confirmations and periodic statements of your brokerage account (unless your Broker/Dealer has undertaken to do so). Certain pricing and other information may be provided by your Broker/Dealer or obtained from third parties, which has not been verified by NFS, (3) act as custodian for funds and securities received by NFS on your behalf, (4) follow the instructions of your Broker/Dealer with respect to transactions and the receipt and delivery of funds and securities for your brokerage account, and (5) extend margin credit for purchasing or carrying securities on margin. Your Broker/Dealer is responsible for ensuring that your brokerage account is in compliance with federal, industry and NFS margin rules, and for advising you of margin requirements. NFS shall maintain the required books and records for the services it performs.

BY SIGNING THIS APPLICATION I ACKNOWLEDGE THAT MY SECURITIES MAY BE LOANED TO YOU OR OTHERS AND THAT I HAVE READ AND RETAINED A COPY OF THE MARGIN DISCLOSURE STATEMENT AND MARGIN AGREEMENT. I understand that this account is governed by a pre-dispute arbitration agreement which appears on the last page of the Margin Account Agreement.

X

1. ACCOUNT HOLDER SIGNATURE

DATE mm/dd/yyyy

X

3. JOINT ACCOUNT HOLDERS (IF ANY)

DATE mm/dd/yyyy

X

2. JOINT ACCOUNT HOLDERS SIGNATURE (IF ANY)

DATE mm/dd/yyyy

X

4. JOINT ACCOUNT HOLDERS (IF ANY)

DATE mm/dd/yyyy

National Financial Services LLC, Member NYSE, SIPC

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# Disclosure of Credit Terms on Transactions

Customer Copy

Please keep this document for your records

Dear Customer:

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All securities or other property held by us in any of your accounts are collateral for any debit balances. A lien is created by those debits to secure the amount of money owed to us. This means securities or other assets in any of your accounts can be sold, withdrawn, transferred or converted to reduce or liquidate entirely any debit balances in your accounts, as authorized in your Margin Account Agreement.

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account (the market value of the securities or other assets in the account in excess of the debit balances) falls below our margin maintenance requirements, which may change from time to time without notice. We retain the right to require additional margin any time we deem it desirable. Margin calls can be met by delivery of cash or additional securities.

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NFS shall, at the direction of your Broker/Dealer: (1) execute, clear and settle transactions processed through NFS by your Broker/Dealer, (2) prepare and send transaction confirmations and periodic statements of your brokerage account (unless your Broker/Dealer has undertaken to do so). Certain pricing and other information may be provided by your Broker/Dealer or obtained from third parties, which has not been verified by NFS, (3) act as custodian for funds and securities received by NFS on your behalf, (4) follow the instructions of your Broker/Dealer with respect to transactions and the receipt and delivery of funds and securities for your brokerage account, and (5) extend margin credit for purchasing or carrying securities on margin. Your Broker/Dealer is responsible for ensuring that your brokerage account is in compliance with federal, industry and NFS margin rules, and for advising you of margin requirements. NFS shall maintain the required books and records for the services it performs.

I ACKNOWLEDGE THAT MY SECURITIES MAY BE LOANED TO YOU OR OTHERS AND THAT I HAVE READ AND RETAINED A COPY OF THE MARGIN DISCLOSURE STATEMENT AND MARGIN AGREEMENT. I understand that this account is governed by a pre-dispute arbitration agreement which appears on the last page of the Margin Account Agreement.

# Brokerage Account Customer Agreement

This is the agreement for your brokerage account. It describes the features and policies associated with the account. Review this document and keep it for your records. Do not return it with your application.

## Who's Who in This Agreement

In this document, "us," "we," and "our" refer to your Broker-Dealer. "NFS" is National Financial Services LLC, a NYSE member, whom we have engaged to provide custody and clearing services for us.

The terms "account owner," "you," and "your" refer to the owner(s) indicated on the account application. For joint accounts, these terms refer to all owners, collectively and individually. For accounts owned by entities, such as trust or business accounts, these terms refer both to the entity and to all account holders.

## Commitments Between You and Us

### Our Commitments to You

When we accept your account application, we are agreeing to serve as your broker and to maintain an account for you. We agree, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of securities for you according to your instructions. We and NFS also agree to provide various services and features, as described below. Note that NFS has no fiduciary responsibilities to you or this account, and does not offer any tax, legal, or investment advice, or opinions on the suitability of any investment in connection with this account.

### Your Commitments to Us

Many of these commitments are spelled out more completely on the following pages, but in general, when you sign the account application, you agree to the following:

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, and for all results and consequences of these instructions; this includes all investment decisions and trading orders, and all instructions placed by you or any other person you authorize
- to pay all fees, charges, and expenses incurred in your account
- to maintain enough assets in your account to satisfy all obligations as they become due, and to authorize us or NFS to take whatever steps we or NFS may consider necessary to resolve unpaid debts or other obligations
- if you (or, in the event you do not, we) choose a mutual fund for your core account investment vehicle ("core account"), to authorize liquidating shares of that account to satisfy any and all debits against your account
- to use the account and its features according to this agreement
- if you (or, in the event you do not, we) choose a Bank Deposit Sweep Program ("BDSP") for your core account investment vehicle, to authorize withdrawing the applicable balance in your Bank Deposit Sweep Program to satisfy any and all debits in your account
- to let us or NFS monitor and/or record any phone conversations with you
- to let us or NFS verify the information you provide and obtain credit reports and other credit-related information about you at any time, such as payment and employment information (whether for margin or any other purpose)
- to let us or NFS share with third parties any information you provide, but only as required by law or as permitted by our and/or NFS' privacy policy
- to resolve disputes concerning your relationship with us or NFS (other than class actions) through arbitration rather than in a court of law
- to understand that, whenever you invest in, or exchange into, any mutual fund (including any fund chosen for your core account), you are responsible for obtaining and reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund

- to understand that whenever you invest in or have funds transferred to any Bank Deposit Sweep Program, you are responsible for obtaining and reading that Bank Deposit Sweep Program's disclosure document, including:
  - the description of the Bank Deposit Sweep Program;
  - the list of eligible banks and process by which deposits will be made for a Bank Deposit Sweep Program, which list and process may change from time to time;
  - the Bank Deposit Sweep Program's fees and charges; and
  - the different protections and terms that may apply to investments in shares of a mutual fund and deposits of funds into a Bank Deposit Sweep Program, including the differences between Securities Investor Protection Corporation ("SIPC") protection and Federal Deposit Insurance Corporation ("FDIC") insurance
- to determine if any funds transferred to an account at a bank in the Bank Deposit Sweep Program and any separate bank accounts held at that same bank will affect FDIC insurance coverage for all your funds held at that bank
- to notify us in writing any time there is a material change in your financial circumstances or investment objectives
- to comply with all applicable laws and regulations concerning trading in restricted securities and securities of issuers of whom you are an affiliate
- to be bound by the current and future terms of this agreement, from the time you first use your account or sign your application, whichever happens first
- to understand that we or NFS can change the core account investment vehicles available for your account at any time, including changing the core account investment vehicle from a mutual fund to a bank deposit account
- to understand that NFS has the right to reject any transaction for any reason

## Account Features

### Core Account and Income Account

Your account includes a core account that is used for settling transactions and holding credit balances. Amounts credited to your core account will be invested in the core account investment vehicle you indicate on your account application. You understand that if you do not select a core account investment vehicle, or if you are or become a non-U.S. customer with a free credit balance who then returns to the U.S., you authorize us or NFS to use the default option as the core account investment vehicle. This will either be a specific money market mutual fund, in which event we will provide the prospectus for that fund, or a bank sweep product, in which event we will provide a disclosure document describing that product in detail.

If you become a non-U.S. customer and you are no longer eligible to invest in your current core account, note that the sweep to your core account will be suspended. Should NFS determine you no longer are a non-U.S. customer, this suspension will be lifted, and any free credit balance will resume being swept to your core account investment vehicle that had been suspended (or, if that core account investment vehicle is not available, a default core account investment vehicle) and on a going-forward basis your account will operate as otherwise described in your customer agreement or any amendments thereto.

Different core account investment vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. If you do not select a core account investment vehicle, your Broker-Dealer or NFS may not consider these differences when selecting a default core account investment vehicle for you.

Your account also includes an income account, which receives all non-reinvested income produced by securities held in your account (such as interest, dividends, and mutual fund distributions). Income paid into this account will accrue until paid out according to your instructions.

If the core account designated in your brokerage account becomes unavailable at any time for any reason, or if your core account is a money market fund that imposes a fee or gate, you authorize your

Broker-Dealer and/or its agent to select an alternative core account in its (their) discretion. In this event, any or all of the credit balance in your account may be placed into the alternative core account at any time.

By signing the Brokerage Account Application, you represent that you have read this Brokerage Account Customer Agreement and understand, authorize and consent to your Broker-Dealer and/or its agent changing your core account investment vehicle at its discretion, at any time and for any reason to another money market mutual fund, a free credit balance position, or another cash investment vehicle, if available. You agree to hold NFS, your Broker-Dealer and/or their agents harmless for any actions taken in connection with or resulting from changing your core account investment vehicle, including but not limited to, any changes in the rate of return offered by the alternative core account investment vehicle that your Broker-Dealer and/or its agent selects for you.

## Bank Deposit Sweep Program

If you (or, in the event you do not, we) choose a Bank Deposit Sweep Program as your core account investment vehicle, cash balances in your Account will be automatically swept into interest-bearing deposit accounts at one or more federally insured banking institutions that are participating in the Bank Deposit Sweep Program (each, a "Bank") as more fully described in the Disclosure Document. Your cash balances held at each Bank will be eligible for FDIC insurance up to \$250,000 (principal plus accrued interest) per depositor in each insurable capacity (i.e., individual, joint, etc.) per Bank, in accordance with applicable FDIC rules. All deposits (for example, deposits you may make at the Bank outside of the Bank Deposit Sweep Program plus the Bank Deposit Sweep Program cash balance) held by an individual in the same right and legal capacity and at the same Bank are insured up to \$250,000 as described above. Joint accounts owned by two individuals are insured up to \$250,000 as described above for each co-owner (again, in the aggregate for all joint account Bank Deposit Sweep Program and non-Bank Deposit Sweep Program joint account balances) at each Bank. Special rules apply to insurance of trust deposits. The amount of FDIC coverage will be limited by the number of Banks in the Bank Deposit Sweep Program, the number of Banks in which your money is deposited, and other factors as more fully described in the Bank Deposit Sweep Program disclosure document. All FDIC insurance coverage is in accordance with FDIC rules.

Cash Balances that cannot be placed at a Program Bank, including Excess Deposit Banks, due to capacity limits or in NFS's sole discretion, an imminent lack of capacity, shall be swept to a Money Market Mutual Fund Overflow as described herein. In the event that you have funds swept to a Money Market Mutual Fund Overflow, it will have a material impact on my insurance coverage, how interest is calculated and how funds are placed and withdrawn.

Neither NFS nor your Broker-Dealer will monitor the total amount of your Bank Deposit Sweep Program and other balances at each Bank to determine whether it exceeds the limit of applicable FDIC insurance. **You are responsible for monitoring the total amount of your assets on deposit with each Bank (including accounts at each Bank held in the same right and legal capacity) in order to determine the extent of FDIC insurance coverage available to you on those deposits, including your Bank Deposit Sweep Program balance held at each Bank.** If you are a trustee or other fiduciary, you are responsible for determining the application of the insurance rules for the account and its beneficiaries. Information on account protection is set forth below. If your Broker-Dealer selects a Bank Deposit Sweep Program as its default core account investment vehicle, you may not be able to opt out of all of the Banks in the Program.

Refer to your Bank Deposit Sweep Program disclosure document for more information on FDIC insurance coverage. You may also contact your Investment Representative with any questions you may have about the Bank Deposit Sweep Program.

### Statements

NFS will send to the address of record a statement of account:

- every calendar quarter, at a minimum
- for any month when you have trading or cash management activity

Your account statements will show all activity in your account for the stated period, including securities transactions, cash and margin balances, credits and debits to your core account, and all fees paid directly from your account.

NFS will also send confirmation for every securities transaction in your account. The only exceptions are automatic investments, automatic withdrawals, dividend reinvestments, transfers to other accounts, and transactions that involve only your core account; for these activities, your regular account statement serves in place of a confirmation.

### Money Market Mutual Fund Overflow

Certain events will result in the sweeping of Cash Balances into a money market mutual fund instead of Program Banks- this feature is called the Money Market Mutual Fund Overflow ("MMKT Overflow"). The events for sweeping of funds into the MMKT Overflow may include:

If the Program does not have sufficient deposit capacity to accept new or maintain existing deposits, any balance that cannot be placed or maintained at a Program Bank(s), including Excess Deposit Banks, will then be swept into the MMKT Overflow.

The enhanced sweep process between your Account, the Program Deposit Account and the MMKT Overflow is referred to together as the "Program" and may also be included in the definition of your "Core Account Investment Vehicle". The Fidelity Government Money Market: "S" Class fund is the money market mutual fund that will be utilized for the MMKT Overflow (the "MMKT Overflow Fund").

**Summary:** Balances will sweep into the Program Banks as described above in the "How the Program Works" section. If, however, the Program Banks are unwilling or unable to accept funds, these funds will be swept to the "MMKT Overflow" rather than the Program Banks.

Your Program Deposit is also automatically "swept out of" a Program Deposit Account as necessary to satisfy debits in your Account. However, in the event you have Cash Balances in the MMKT Overflow, the Cash Balances will first be debited from the MMKT Overflow Fund, then from Program Banks.

Debits in your Account associated with certain actual or anticipated transactions to generate a debit in your Account during the business day will first be settled using proceeds from the redemption of any shares of the MMKT Overflow Fund first, then withdrawal of Program Deposits that are swept out on such business day. Other debits will be settled using proceeds from redemption of any shares of the MMKT Overflow Fund first, then the withdrawal of Program Deposits that are swept out on the next business day.

In the event that additional capacity becomes available at the Program Banks, any cash balances in the MMKT Overflow Fund will remain and will not automatically be transferred or rebalanced into newly open and/or available Program Banks. Other than being used to satisfy debits or withdrawals in the account, funds will remain in the MMKT Overflow.

**Rate of Return for Cash Balances Held in the MMKT Overflow:** In the event there is a Cash Balance held in the MMKT Overflow, the rate of return for a money market fund is typically shown for a seven-day period. It is typically expressed as an annual percentage rate. It is referred to as the "7-day yield" and may change at any time based on the performance of the investments held by the money market fund. The effective yield on a money market fund reflects the effect of compounding of interest over a one-year period.

In general, a money market mutual fund earns interest, dividends, and other income from its investments, and distributes this income (less expenses) to shareholders as dividends. Each fund may also realize capital gains from its investments, and distributes these gains (less losses), if any, to shareholders as capital gain distributions.

Distributions from a money market mutual fund consist primarily of dividends. A money market mutual fund normally declares dividends daily and pays them monthly. Funds held in the MMKT Overflow begin earning the dividend accruals on the day they are received by the MMKT Overflow Fund and stop accruing dividends on the day they are withdrawn. For additional information on returns of the MMKT Overflow Fund, see the fund's prospectus.

**Statements:** The statement for your Account will (i) indicate your balance in your core account including your Program Deposit balance at each Program Bank and MMKT Overflow (if applicable) as of the last



business day of each monthly statement period, (ii) detail sweeps to and from your core account during the statement period, and (iii) reflect the rate of return for the MMKT Overflow, if applicable. This information is provided in lieu of separate confirmations.

**Insurance:** If funds are swept from a Program Deposit Account into the MMKT Overflow, such funds will no longer be eligible for FDIC insurance but will be subject to SIPC protection, up to certain limits as further described in the section titled “FDIC Insurance Coverage/ SIPC Protection” above. More details about the MMKT Overflow Fund can be found in the MMKT Overflow Fund’s prospectus, which will be made available to you when applicable.

**Rebalance Event:** From time to time, and as part of the management of the Program, if additional deposit capacity becomes available, NFS, in collaboration with your Broker-Dealer may periodically sweep funds out of the MMKT Overflow and back to Banks on your Program Bank List to be held as a Program Deposit (a “Rebalance Event”). You will be notified in advance of any MMKT Overflow fund Rebalance Event. Notice will be provided to you in writing. In addition, the notice will inform you of approximately when such Rebalance Event will be implemented. Continued use of your Account and/or the Program after notice of a Rebalance Event will constitute your consent to such an event and the changes described therein.

The MMKT Overflow Fund is a money market mutual fund offered by Fidelity Management and Research Company (“FMR Co.”). FMR Co. will receive management and other fees for assets held in the MMKT Overflow Fund, as more fully described in the fund’s prospectus.

#### **Money Market Fund Same-Day Trading and Settlement Program**

You agree that your use of the Money Market Fund Same-Day Trading and Settlement Program (SDS) is governed by the terms and conditions in this section. You understand and acknowledge that: (1) SDS purchase trades (buy orders) are funded by cash wired into your account on the day you place an SDS purchase trade (buy), (2) you cannot use the available balance in your core account to fund an SDS purchase trade, (3) cash wired into your account and not used that day will settle overnight into your core account and becomes ineligible to fund SDS purchase trades, (4) NFS may cancel any purchase trade if you have not wired cash into your account by the last transmission intervals available for the SDS fund you want to buy, (5) transmission intervals are determined by NFS and the applicable fund company at their discretion, (6) sale/redemption (sell order) proceeds will not be released to you until the wire is received by NFS, (7) all orders must be placed during trading hours; overnight orders will not be accepted, (8) once an order has been transmitted to the fund company by NFS, it cannot be canceled, and (9) retirement accounts are not eligible for this program.

#### **Account Protection**

Securities in accounts carried by NFS are protected in accordance with the Securities Investor Protection Corporation (“SIPC”) up to \$500,000. The \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC’s Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit [www.sipc.org](http://www.sipc.org) or call 202-371-8300.

#### **Transferring Money Electronically**

Options for transferring cash in and out of your core account electronically include wires, which use the Federal Reserve wire system, and electronic funds transfers (EFTs), which work like an electronic check. These features are optional and require separate instructions from you, which we will relay to NFS.

#### **Dividend Reinvestment**

In addition to reinvestment of mutual fund dividends, reinvestment of dividends from eligible equities and closed-end funds is an option for most accounts, including retirement accounts and those with margin. You can choose to have the service apply to all eligible securities in your account, or only to certain ones, although during the time when a security is enrolled for reinvestment, all of that security’s eligible distributions must be reinvested through this service.

With certain securities (such as mutual funds), the reinvestment options available in this account may be different than those you would have if you were to invest directly with the issuer.

#### **Margin Account (Requires separate Application)**

A margin account lets you borrow money from NFS, using as collateral eligible securities that are in your account. A margin account is designed primarily to finance additional purchases of securities, although it can also provide overdraft protection for your cash management activities.

Margin privileges on a Non-Prototype Plan Account or IRA may be limited to purchasing or selling securities. Securities purchased on margin may be considered “debt-financed property” and subject to unrelated business taxable income (UBTI). Any filing or taxes due, including UBTI, are the responsibility of the plan’s trustee or IRA custodian.

Non-Purpose Loans are not permitted on Non-Prototype Plan or IRA accounts.

Consult one of our representatives for information on how to establish margin and the benefits and risks it offers.

## **Account Registration**

### **Joint Registration**

With joint registration accounts, any obligations or liabilities resulting from one account owner’s actions are joint and several (in other words, are the responsibility of each account owner, both individually and jointly). We or NFS may enforce this agreement against all account owners or against any owner individually.

**Each owner of a joint account may act as if he or she were the sole owner of the account, with no further notice or approval necessary from any joint owner.** For example, a joint owner can — in his or her own name — write checks, buy and sell securities, withdraw or transfer assets, borrow against the account (such as through short sales or margin), arrange for account statements to be sent only to them, or change the account’s features and services (although no account owner may remove another’s name from the account).

**In addition, with joint accounts, the principle of “notice to one is notice to all” applies.** We or NFS are legally considered to have fulfilled an obligation to you and the account if we fulfill it with respect to just one account owner (for example, sending statements or other required communications to just one account owner).

Note also that neither we nor NFS have any obligation to question the purpose or propriety of any instruction of a joint account owner that appears to be authentic, or to let other owners know about any changes an owner has made to the account, unless we have received written notice to the contrary, in good order, from another account owner. We and NFS do each reserve the right to require, at any time, the written consent of all account owners before acting on an instruction from any account owner, but we or NFS will use this right only at our own discretion and for our own protection.

Laws covering joint or community property vary by state. You are responsible for verifying that the joint registration you choose is valid in your state. You may want to consult your lawyer about this. Generally, for joint tenants with rights of survivorship and tenants by the entirety, on the death of an account owner the entire interest in the account goes to the surviving account owner(s), on the same terms and conditions. For tenants in common, a deceased account owner’s interest (which equals that of the other account owner(s) unless specified otherwise) goes to that account owner’s legal representative. Tenants in common are responsible for maintaining records of the percentages of ownership.

### **Transfer on Death Registration**

With transfer on death (“TOD”) registration, you designate a beneficiary or beneficiaries who will receive all monies, securities, or other assets held in your account at the time of your death (or upon the death of the last surviving account holder, if this is a joint account).

You can change your beneficiary designation at any time by filling out a new Beneficiary Designation form. We will rely on the latest Beneficiary Designation in our possession. You cannot change your beneficiary by



will, codicil, or trust or other testamentary document. If we consider it necessary, we may request additional documents from any beneficiaries before we transfer assets to them from your account. Note that although NFS may hold in a nominee name securities that are in a TOD account, NFS has no responsibility to determine the registration or ownership of the account as a whole, either before or after your death.

Note that Per Stirpes designation rules may vary from state to state. It is your responsibility to consult with an estate-planning attorney to determine whether this designation is available and/or appropriate. By checking the Per Stirpes box associated with a given beneficiary, you are agreeing that if that beneficiary predeceases you, his or her share of the account will pass through to his or her descendants as determined by state law.

If more than one person is named and no share percentages are indicated, payment will be made, in equal shares, to your primary beneficiary or beneficiaries who survive you. If a percentage is indicated for a primary beneficiary who does not survive you, and if you have not checked the Per Stirpes box, the percentage of that beneficiary's designated share will be divided equally among the surviving primary beneficiaries. If there is no primary beneficiary living at the time of your death, you hereby specify that the balance is to be distributed to the contingent beneficiary or beneficiaries listed.

Neither we nor NFS will advise you on whether TOD registration is appropriate for your tax or estate-planning purposes. Registering a securities account in TOD form is legal only in certain states, so it is important to consult your own legal or tax advisor before establishing or revoking a TOD registration.

#### **Custodial Registration**

For accounts opened under the Uniform Gifts/Transfers to Minors Acts, you, the account owner, are the custodian. By opening this type of account, you agree that all assets belong to the minor and that you will only use them for the minor's benefit — even after the assets have been removed from the account.

#### **Plan Registration**

Trustee is responsible with regard to the administration of the retirement plan including its obligations to follow the governing plan document.

National Financial Services LLC ("NFS") is not responsible for any tax filing on behalf of your plan or IRA. The plan trustee or IRA Custodian will be responsible for additional reporting, tax filing, and disclosures required on this account.

NFS does not perform any disclosures and/or filings on behalf of the plan.

For plan accounts, note that NFS in its capacity as a clearing firm may not be providing all the necessary information required for your plan's trustee to complete these additional filings and disclosures.

## **Investment Objectives**

Below are five common investment objectives. As the account owner, it is up to you to select the account's investment objective. Neither we nor NFS can assure you that any given investment or strategy will achieve your investment objective. Note that the typical investments listed are only examples of the types of investments historically associated with each objective. Also note that the options strategies listed under "Trading Profits" and "Speculation" require margin (which requires a separate application and is not available on retirement accounts).

#### **Preservation of Capital**

- seek to maintain principal
- interested in investments with very low historical risk of loss of principal

#### *Typical Investments*

- money market funds
- high-quality short-term fixed-income investments

#### **Income**

- seek to generate income from investments
- interested in investments with low historical risk of loss of principal

#### *Typical Investments*

- high-quality short- and medium-term fixed-income investments
- short-term bond funds
- covered call options

#### **Capital Appreciation**

- seek to grow principal value over time
- willing to invest in securities with moderate to above-average historical risk of loss of principal

#### *Typical Investments*

- common stocks
- lower-quality medium-term fixed-income investments
- equity mutual funds or index funds

#### **Speculation**

- seek a significant increase in principal
- willing to accept a correspondingly greater degree of risk by investing in securities with high historical risk of loss of principal

#### *Typical Investments*

- lower-quality long-term fixed-income investments
- initial public offerings (IPOs)
- volatile or low-priced common stocks
- equity or index options strategies such as puts or calls, spreads, straddles, and combinations
- short-term or day-trading strategies

#### **Trading Profits**

- seek to take advantage of short-term trading opportunities (a high-risk strategy)

#### *Typical Investments*

- short-term purchases and sales of volatile or low-priced common stocks
- equity or index options strategies such as puts or calls, spreads, straddles, and combinations

#### **Growth and Income**

- seek a mix of growing principal value and generating income from investments
- willing to invest in securities with moderate historical risk of loss of principal while having the potential to pay income

#### *Typical Investments*

- common stocks
- medium-term fixed-income investments
- growth and Income mutual funds

## **Policies on Transactions**

#### **Credits to Your Account**

During normal business hours ("Intra-day"), activity in your account, such as deposits and the receipt of settlement proceeds, are credited to your account and may be held as a free credit balance (the "Intra-day Free Credit Balance").

Activity in your account, such as deposits and the receipt of settlement proceeds, may also occur after the cut-offs described above, or on days the market is not open and the Fedwire Funds Service is not operating (collectively "After-hours"). Those amounts are credited to your account and may be held as a free credit balance (the "After-hours Free Credit Balance").

Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to you on demand by NFS. Subject to applicable law, NFS may use these free credit balances in connection with its business. NFS may, but is not required to, pay you interest on free credit balances held in your account overnight—provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by NFS, which may change from time to time at NFS's sole discretion.

Interest paid on free credit balances will be labeled "Credit Interest"

in the Investment Activity section of your account statement. Interest is calculated on a periodic basis and credited to your account on the next business day after the end of the period. This period typically runs from approximately the 20th day of one month to the 20th day of the next month, provided, however, that the beginning and ending periods each year run, respectively, from the 1st of the year to approximately the 20th of January, and approximately the 20th of December to the end of the year. Interest is calculated by multiplying your average overnight free credit balance during the period by the applicable interest rate, provided, however, that if more than one interest rate is applicable during the period, this calculation will be modified to account for the number of days each period during which each interest rate is applicable.

Each check or Automated Clearing House deposit (ACH) deposited is promptly credited to your account. However, the money may not be available to use until up to four (4) business days later, and NFS may decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from your account, and you are responsible for returning any interest you received on it. Note that NFS only can accept checks denominated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank).

In addition, if NFS has reason to believe that assets were incorrectly credited to your account, NFS may restrict such assets and/or return such assets to the account from which they were transferred.

#### **If You Utilize a Fidelity Money Market Fund as Your Core Position or if You Have a Balance in the MMKT Overflow Fund**

If you utilize a Fidelity money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by activity occurring prior to the market close each business day (or 4:00 p.m. ET on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into my core account and invested in your core position at the market close.

There will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day that will also be invested in your core position at that time. This will include your After-hours Free Credit Balance along with credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

You understand these sweep procedures for your MMKT Overflow Fund may cease if Program Bank capacity becomes available and deposits sweep to Program Banks.

#### **If You Utilize the BDSP as Your Core Position**

If you utilize the BDSP as your core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to NFS's nightly processing cycle are automatically swept into your core account as part of that nightly cycle (the "Evening Bank Sweep") and reflected in your Account as Program Deposits (as defined below) in anticipation of the deposit process described below occurring on the next business day.

There will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day that will also be invested in your core position at that time (the "Morning Bank Sweep"). This will include credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

The total amount of the Evening Bank Sweep and the Morning Bank Sweep is referred to as your Cash Balance. In the morning of the business day of the Morning Bank Sweep, your Cash Balance will be deposited in an FDIC-insured interest-bearing account (a "Program Deposit Account") at one or more participating banks (each, a "Program Bank"). The amounts on deposit are collectively referred to as your Program Deposits, and Program Deposits are eligible for FDIC insurance. Your Program Deposit will earn interest, provided that the accrued interest for a given day is at least half a cent.

You understand Evening Bank Sweep and Morning Bank Sweep may be substituted with similar sweeps to the MMKT Overflow Fund in the event there is a lack of capacity at Program Banks. You understand this is further explained in the section titled "**Money Market Mutual Fund Overflow**" component of the BDSP section in this agreement.

#### **If You Utilize the Interest-Bearing Option (FCASH) as Your Core Position**

If you utilize FCASH as your core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to NFS's nightly processing cycle is automatically swept into your core account as part of that nightly cycle and held in the interest-bearing option.

#### **Debits to Your Account**

Deferred debit card charges are debited monthly. All other debit items (including checks, debit card transactions, bill payments, securities purchases, electronic transfers of money, levies, court orders, or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions (including margin calls) will be given priority over other debits, such as checks or debit card transactions.

As an account owner, you are responsible for satisfying all debits in your account, including any debit balance outstanding after all assets have been removed from an account, any margin interest (at prevailing margin rates) that has accrued on that debit and any costs (such as legal fees) that NFS incurs collecting the debit. You are responsible for ensuring that checks issued to you representing distributions from your account are promptly presented for payment. If a check issued to you from your account remains uncashed and outstanding for at least six months, you authorize and instruct NFS, in its sole discretion, to cancel the check and return the underlying proceeds to you by depositing the proceeds into your account.

To help ensure the proper discharge of debits, it is NFS's policy to do the following when settling debits against your account.

During normal business hours, activity in your account, such as wire disbursements and bill payments, are debited from your account.

#### **If You Utilize a Fidelity Money Market Fund as Your Core Position**

If you utilize a Fidelity money market fund as your core position and there are debits in your account generated by account activity occurring prior to the market close each business day (or 4:00 p.m. ET on business days when the market is closed and the Fedwire Funds Service is operating), these debits will be settled at the market close using the following sources, in this order:

1. any Intra-day Free Credit Balances
2. proceeds from the sale of your core position at the market close
3. redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
4. if you have a margin account, any margin surplus available, which will increase your margin balance

There will be an additional sweep early in the morning prior to the start of business on each business day, and certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using redemption proceeds from the sale your core position early in the morning prior to the start of business.

#### **If You Utilize the Bank Sweep as Your Core Position**

If you utilize the Bank Sweep as your core position and there are debits in your account generated by account activity occurring prior to NFS's nightly processing cycle these debits will be settled using the following sources, in this order:

1. any Intra-day or After-hours Free Credit Balances
2. proceeds from the withdrawal of Program Deposits occurring on the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday)
3. redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment

4. if you have a margin account, any margin surplus available, which will increase your margin balance

In addition, early in the morning prior to the start of business on each business day, certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using proceeds from the withdrawal of Program Deposits occurring that business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday).

You understand that if you utilize the Bank Sweep as your core position and in the event, you have Cash Balances in the MMKT Overflow, the Cash Balances will first be debited from the MMKT Overflow Fund, then from Program Banks. You understand this is further explained in the section titled **"Money Market Mutual Fund Overflow"** component of the BDSP section in this agreement.

#### **If You Utilize the Interest-Bearing Option ("FCASH") as Your Core Position**

If I utilize the Interest-Bearing option as your core position and there are debits in your account generated by account activity occurring prior to NFS's nightly processing cycle, these debits will be settled using the following sources, in this order:

1. any Intra-day or After-hours Free Credit Balances
2. funds held in FCASH
3. redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
4. If you have a margin account, any margin surplus available, which will increase your margin balance

In addition to the foregoing, we may turn to the following sources:

- redemption proceeds from the sale of any shares of a Fidelity money market fund held in another non-retirement account with the same registration (which you authorize us to sell for this purpose when you sign the application)
- any securities in any other account at NFS in which you have an interest

Contact your Broker-Dealer for additional options for handling debits in your account if you utilize FCASH as your core position. In the event that your account does not contain sufficient cash, NFS may liquidate securities to satisfy a court order, levy, or any other legal process payment.

In the event you hold a money market fund in your account that is held outside of your core account that is subject to a liquidity fee or redemption gate (as described in more detail in the fund's prospectus), upon notice to NFS by the fund that a liquidity fee or redemption gate has been imposed, the cash available and running collective balance in your account will be reduced by the amount of the value of the impacted money market fund. Payment of debit items from your account will continue to be paid as described in this agreement, but NFS will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted.

You acknowledge that if a money market fund held in your account imposes a liquidity fee or redemption gate, the money market fund may not provide NFS with much, if any, advance notice of such liquidity fee or redemption gate. As a result, you may not be notified of such liquidity fee or redemption gate when you submit a trade. However, as instructed by the fund (and disclosed in the fund prospectus), your trade will be subject to such liquidity fee or redemption gate, and it may be applied to your trade retroactively.

Interest on any margin debt will accrue beginning the day credit is extended and is subject to the terms of the Supplemental Application for NFS Margin Account Privileges. Money market fund shares used to pay debits are redeemed at the NAV in effect at the time. For disclosures concerning money market funds, see "Money Market Fund Investments" later in this agreement.

#### **Resolving Unpaid Debts or Other Obligations**

If your available balance is not enough to satisfy a given debit, we and NFS reserve the right to take action as we see fit, including any of the following:

- decline to honor the debit, which may result in fees (such as a returned check fee) or other consequences for you
- if you have a margin account and the unsatisfied debit is for a securities purchase, draw on the available balance of another account of yours that we hold

If you have a margin account, we or NFS may transfer to that account any unresolved debit from other accounts of yours.

Note that at any time, we or NFS may reduce your available balance based on obligations that have been incurred but not yet debited.

It is important to understand that we and NFS have additional choices for resolving unsatisfied obligations. Like many other securities brokers, we and NFS reserve the right to sell, transfer, or otherwise use any assets or other property in which you have an interest — either currently or at any other time — to discharge any obligations you may have to us or NFS (including unmatured and contingent obligations), and to do so without further notice or demand. For example, if you have bought securities but not paid for them, we or NFS may sell them ourselves and use the proceeds to settle the purchase.

We or NFS may also use property to satisfy a margin deficiency or other obligation, whether or not we or NFS have made advances in connection with this property. This provision extends to any property held by you or carried for any account of yours, including any credit balances, assets, and contracts, as well as shares of any mutual funds or other investment companies for which we, NFS, or an affiliate of either one provides management or administrative services. Although we or NFS may use other methods when we determine they may be more appropriate, we or NFS reserve the right to use the provisions described in this section at any time, except in cases involving retirement accounts when these provisions would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system (the "Lottery Process"), in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS' allocations are not made on a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided your account is not subject to restriction under Regulation T or such withdrawal will not cause an undermargined condition. A more detailed description of the Lottery Process may be accessed by visiting <http://www.mybrokerageinfo.com> and clicking on "Callable Securities Lottery." You may also request a hard copy of the Lottery Process by writing to National Financial Services LLC, P.O. Box 770001, Cincinnati, OH 45277.

#### **Use of Funds Held Overnight**

As compensation for services provided with respect to accounts, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the accounts before investment; and disbursement amounts made by check prior to the check being cleared by the bank on which it was drawn. Any above amounts will first be netted against outstanding account obligations. The use of such amounts may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

- (1) **Receipts.** Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, EFT or other means)

will generally be invested in the account's core account investment vehicle by close of business on the business day following NFS' receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the core account purchase settles on the next business day. Note that amounts disbursed from an account (other than as referenced in Section (2) below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the account's core account.

These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.

- (2) **Disbursements.** NFS gets the use of amounts disbursed by check from accounts from the date the check is issued by NFS until the check is presented and paid.
- (3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

### Transaction Settlement Deadlines

Unless notified to the contrary, you need to pay for all transactions by 2 p.m. Eastern Time on the settlement date, and deliver all securities in time for us to receive them one business day before the settlement date. We and NFS reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way.

### Bank Wires and EFT Transactions

Bank wire transfers to your bank are normally processed the same day, depending on the time received. A wire may be for between \$10,000 and \$999,999,999.99.

EFTs are normally completed within three business days of your request. Money deposited via EFT is normally not available for withdrawal for four to six business days. An EFT transfer may be for between \$10 and \$999,999,999.99. The two accounts involved in an EFT transaction must have at least one owner's name in common (and that name must match exactly).

For EFT transactions, you hereby grant us limited power of attorney for purposes of redeeming any shares in your accounts (with the right to make any necessary substitutions), and direct us to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in your account. You agree that the above appointments and authorizations will continue until either the account is terminated, we receive written notice of any change, or we have sent 30 days' written notice to your account's address of record indicating that we will cease to act as agents to the above appointments.

### Dividend Reinvestment

With this feature, all dividends paid by securities that you designate for reinvestment are automatically reinvested in additional shares of the same security. ("Dividends" here means cash dividends and capital gain distributions, but not cash-in-lieu payments, late ex-dividend payments, and special dividend payments.) In designating any security for reinvestment, you authorize NFS to purchase shares of that security for your account.

To be eligible for this feature, a security must satisfy all of the following:

- be a closed-end fund, domestic common stock, or ADR
- be margin-eligible (as defined by NFS)
- be held in street name by NFS (or at a securities depository on its behalf)
- not be held as a short position

Dividends are reinvested on shares that satisfy all of the following:

- the security is eligible
- you own the shares on the dividend record date
- you own the shares on the dividend payable date (or the posting date, for shares handled through the Depository Trust Company ("DTC") program described below), even if you sell them that day
- your position in the security has been settled on or before the record date

- the shares are designated for reinvestment as of 9:00 p.m. Eastern Time on the record date (or, if the record date is not a business day, then the last business day before the record date)

If you designate securities on an account-wide basis, any ineligible securities you own will automatically be designated if and when they become eligible.

The reinvestment of dividends may be delayed in certain circumstances. NFS reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

If you designate securities individually, and want to designate a new security you are buying, you can do so when you place your order to buy the security; however, if you are buying through a limit order, you will have to reconfirm the designation at the end of every business week that your order remains unfilled.

If an issuer delays a dividend, the reinvestment will occur on the day the dividend is actually paid.

Automatic reinvestments often involve purchase of partial shares, calculated to three decimal places. Partial shares pay pro-rated dividends and can be sold if you sell your entire share position, and will be liquidated automatically in transfers and certain other situations, but otherwise typically cannot be sold.

Although for dividend reinvestments your regular account statement takes the place of a confirmation, you can obtain immediate information the day after the reinvestment date by contacting us.

If you transfer or reregister your account with us (for example, by changing from individual to joint registration), you need to re-designate any securities whose dividends you want reinvested.

### Optional Dividends

At times certain issuers that pay dividends may offer shareholders an opportunity to elect to receive stock or cash, or a combination of both. This is known as an "Optional Dividend." The issuer will assign a default if no instruction is received. For example, the default option could be cash, stock, or a combination of both. You have the opportunity up until the applicable deadline to make an election to receive the payment of their choice. Please be advised, if you do not make an election prior to the deadline, your account will be assigned a default election based on the dividend reinvestment program instructions you established with respect to your account. This default election will be utilized in lieu of the issuer's default option being applied to your account.

### Depository Trust Company's (DTC) Dividend Reinvestment Program

NFS may buy reinvestment shares through a program offered by the Depository Trust Company ("DTC") that offers a share price discount of up to 5%. To find out which securities are currently available through the DTC, contact us. Note that the availability through this program of any given security may change without notice. Also note that DTC program transactions take longer to process: Although the transactions are effective as of the dividend payable date, they are generally not posted to your account until 10 to 15 days later. If you sell your dividend-generating shares before the posting date, the dividend will not be reinvested.

To remove securities from the dividend reinvestment service, notify us in writing or during business hours. We must receive your notification by 9:00 p.m. Eastern Time one business day before the record date (or, if the record date is not a business day, then two business days before the record date).

Note that dividend reinvestment does not assure a profit on your investments and does not protect against loss in declining markets.

### Precious Metals

Precious metals are not covered by SIPC account protection, but are insured by the depository at market value if stored through NFS. When trading precious metals, note that because they can experience sudden and rapid price changes, they are risky as investments, and you cannot be guaranteed an advantageous price when you trade them. If you take delivery of precious metals, delivery charges and sales and use taxes will apply. Precious metals are not marginable.

## Monitoring Your Account

As an account owner, you are responsible for monitoring your account. This includes making sure that all transactions are accurate and that you are receiving confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about your account is accurate and contains nothing suspicious. You understand that NFS does not monitor your account for you and has no duty to advise you of any issue regarding your account or us.

If you have a Bank Deposit Sweep Program as your core account investment vehicle, you are responsible for monitoring the total amount of your assets on deposit with each Bank in the Bank Deposit Sweep Program (including amounts in other accounts at each Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you. If you are a trustee or other fiduciary, you are responsible for determining the application of the insurance rules for the account and its beneficiaries.

So long as we or NFS send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by an owner, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations are legally presumed to be accurate unless you specifically tell us otherwise within five days of when they were sent to you; account statements, within ten days.

If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, telephone us immediately, then follow up with written notice.

If, through any error, you have received property that is not rightfully yours, you agree to notify us and to immediately return the property and any earnings it may have yielded.

If we identify an error in connection with property you have received from or through us or an affiliate and determine it is not rightfully yours, you agree that we may take action to correct the error, which may include returning such property to the rightful owner.

## Limits of Responsibility

Although all entities that provide services to your account strive to ensure the quality and reliability of those services, neither we nor NFS can be responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your account.

You therefore agree that we and NFS are not responsible for any losses (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) that you incur as a result of conditions beyond our control or any agreement between the parties. This includes, for example:

- any action that is done in accordance with the procedures described in this agreement or an applicable mutual fund or securities prospectus or Bank Deposit Sweep Program disclosure document or other investment description
- the acceptance and processing of any order placed on your account, whether received electronically or through other means, as long as the order reasonably appears to be authentic
- investment decisions or instructions placed in your account, or other such actions attributable to you or any authorized person
- occurrences related to governments or markets, such as restrictions, suspensions of trading, bank closures or bank regulatory, legal or other limitations or restrictions, or high market volatility or trading volumes
- uncontrollable circumstances in the world at large, such as wars, earthquakes, power outages, or unusual weather conditions
- occurrences related to computers and communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security
- the storage and use of information about you and your account(s) by our systems and transmission of this information between you and us; these activities occur entirely at your risk

- telephone requests for money transfers, so long as we transmit the proceeds to you or the bank account number identified
- any checks or other debits to your account that are not honored because the account has insufficient funds

If any service failure is determined to be our responsibility, we will be liable only for whatever benefit you would have realized up to the time by which you should have notified us, as specified earlier in "Monitoring Your Account."

## Indemnification

You agree to indemnify us from, and hold us harmless for, any losses (as defined in "Limits of Responsibility") resulting from your actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties.

Beyond taking reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom, or propriety of any instruction we receive.

## Terms Concerning This Agreement

### Applicability

This agreement is the only agreement between you and us concerning its subject matter, and covers all brokerage accounts that you, at whatever time, open, reopen, or have opened with us. In addition, if you have already entered into any agreements concerning services or features that relate to this account, or if you do so in the future, this agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

### Governing Laws and Policies

**This agreement and its enforcement are governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflicts-of-law provisions.**

All transactions through NFS are subject to the rules, guidelines, and customs of the marketplace where they are executed, and those of any clearing facility NFS may use, as well as applicable state and federal laws and any NFS trading policies and limitations that are in effect at the time.

### Modification and Enforcement

We may amend this agreement at any time. This may include changing, dropping, or adding fees and policies, changing features and services or the entities that provide them, and limiting the usage or availability of any feature or service, within the limits of applicable laws and regulations. Although it is our policy to send notice to account owners of any material changes, we are not obligated to do so in most cases. Outside of changes originating in these ways, no provision of this agreement can be amended or waived except in writing by one of our authorized representatives.

We or NFS may transfer our interests in this account or agreement to any of our successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your account or agreement except with our prior written approval, or through inheritance, corporate dissolution, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

We or NFS may enforce this agreement against any and all account owners. Although we or NFS may not always enforce certain provisions of this agreement, both parties retain the full right to do so at any time.

If any provision of this agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this agreement will remain fully in effect.

If for any reason (such as the termination of a contract between us and NFS) your account is held directly by NFS, it may be restricted, and there may be new or different fees and commissions. Examples of restrictions

include the ability to place sell orders only and the loss of electronic trading.

NFS may offset regulatory transaction or activity fees that are assessed by certain self-regulatory organizations or regulatory authorities against NFS ("Activity Assessment Fees"). You acknowledge that NFS has the right to determine such offset of Activity Assessment Fees in its sole and exclusive discretion and that such offset of Activity Assessment Fees may differ from or exceed the regulatory transaction or activity fees in connection with your transactions. Such differences may be caused by various factors including, among other things, the rounding methodology used by NFS, the use of allocation accounts, transactions or settlement movements for which a regulatory transaction or activity fee may not be assessed, differences between the dates of fee rate changes and various other reasons. You acknowledge that NFS has made no representation that Activity Assessment Fees assessed to you will equal the regulatory transaction fees assessed against NFS in respect of or resulting from your transactions.

#### Termination

We or NFS can terminate your account or this agreement at any time, for any reason, upon written notice to you. You can close your account, or terminate any optional feature, by notifying us in writing or calling us on a recorded line. When an account is closed, all debit cards, checkwriting, and other features associated with it are terminated.

Regardless of how or when your account is closed, you will remain responsible for all unpaid obligations of your account. This includes charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination, as well as any fees incurred but not yet charged to your account. Payment for these obligations will be deducted from your final account balance.

Your account balance and certain uncashed checks issued from your account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

**Texas Residents only:** In accordance with Texas House Bill 1454, you, as an account owner, may designate a representative for the purpose of receiving a due diligence notice. If you add a designated representative, NFS is required to mail the written notice upon presumption of abandonment to the representative, in addition to mailing the notice to you, the account owner.

In the event that we or NFS determine that the Bank Deposit Sweep Program is no longer an eligible core account investment vehicle, you authorize the withdrawal of your account balance from the Bank Deposit Sweep Program and agree that such funds may be invested in a different core account investment vehicle at the sole discretion of us or NFS. You understand and agree that the new core account investment vehicle (i) may not be a Bank Deposit Sweep Program, (ii) may not be eligible for FDIC insurance and (iii) may not provide the same interest rate and/or rate of return as your previous core account investment vehicle. In the event of such occurrence, you may contact your Broker-Dealer for information on any such core account investment vehicle.

## Notices and Disclosures

#### Account Administration

FINRA Rule 4311 requires that we identify the various account administration functions that we and NFS each agree to perform. Below is a summary of this information; for a more complete description, contact us.

As your Broker-Dealer, we will:

- open, approve, and monitor your brokerage account
- transmit accurate, timely instructions to NFS regarding your brokerage account
- determine the suitability of any investment recommendations and advice
- operate your brokerage account in compliance with applicable laws and regulations
- if you have a margin account, advise you of margin requirements and ensure that your account remains in compliance with all applicable federal, industry, and NFS margin requirements including, but not limited to, any additional requirements or limitations as a result of

establishing an account for an employer-sponsored non-prototype plan or IRA

- maintain proper books and records of all services we perform for you

At our direction, NFS will:

- execute, clear, and settle transactions that we process through them
- send you transaction confirmations and periodic brokerage account statements, if we don't do this ourselves
- act as custodian for all funds and securities they receive on your behalf
- carry out our instructions regarding the transactions, and the receipt and delivery of securities, on your brokerage account
- extend margin credit, if you have applied, and been approved, for margin borrowing
- maintain proper books and records of all services they perform in connection with your account

Note that NFS may not have verified certain pricing information that we or third parties provide to you. For more information on the allocation of services, speak with one of our representatives.

#### Non-Transferable Securities

In the event that any securities in your account become non-transferable, NFS may remove them from your account without further notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent.

Note the following:

- There are no known markets for these securities.
- NFS is unable to deliver certificates to you representing these positions.
- These transactions will not appear on Form 1099 or any other tax reporting form.
- The removal of the position will not be reported as a taxable distribution and any reinstatement of the position will not be reported as a contribution.
- If transfer agent services become available sometime in the future, NFS will use its best efforts to have the position reinstated in your account.
- Positions removed from your account will appear on your next available account statement following such removal as an "Expired" transaction.

By opening and maintaining an account with NFS, you consent to the actions as described above, and you waive any claims against your Broker-Dealer or NFS arising out of such actions. You also understand that your Broker-Dealer does not provide tax advice concerning your account or any securities that may be the subject of removal from or reinstatement into your account and you agree to consult with your tax advisor concerning any tax implications that may arise as a result of any of these circumstances.

#### Routing of Orders

Brokerage orders (including those generated by reinvested dividends) are routed through NFS, who in turn sends orders to various exchanges or market centers for execution. In deciding where to send an order, NFS looks at a number of factors, such as size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. Although you can give instructions with a written order (though not an order placed through any telephone, electronic, or online trading system) that the order be sent to a particular marketplace, NFS' order-routing policies are designed to result in transaction processing that is favorable for you.

Note that we and NFS may receive monetary payments or other consideration (such as financial credits or reciprocal business) for directing equity trades to particular Broker-Dealers or market centers for execution.

### Credit-Related Information

For the name and address of any credit reporting agency from whom we or NFS has obtained information about you, send a written request to us or the card issuer, as applicable.

### Money Market Fund Investments

You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

### Customer Identification Program Notice

To help the government fight financial crimes, Federal regulation requires your Broker-Dealer and us to obtain your name, date of birth, address, and a government-issued ID number before opening your

account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires us to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if we or your Broker/Dealer cannot obtain and verify this information. We or your Broker/Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

NFS does not permit bearer-share entity accounts known to NFS on its platform. If it comes to NFS' attention that an entity account has issued or is permitted to issue bearer shares, NFS will restrict the account to permit liquidations only.

## Pre-Dispute Arbitration Clause

**This agreement contains a pre-dispute arbitration clause.**

**Under this clause, which becomes binding on all parties when you sign your account application, You, your Broker-Dealer, and NFS agree as follows:**

- A. 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.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. 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.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

**All controversies that may arise between me, my Broker-Dealer and NFS concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice**

**interaction or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between me, my Broker-Dealer and NFS whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you and/or NFS to make such designation on my behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**

# CHECKWRITING, ACH AND DEBIT CARD SERVICES AGREEMENT

## Terms and Conditions

National Financial Services LLC ("**NFS**") has arranged with BNY Mellon Investment Servicing Trust Company ("**BNY Mellon**") and Bank (defined below) for the issuance of Checkwriting privileges ("**Checks**"), Automated Clearing House ("**ACH**") transaction privileges and Visa® debit cards ("**Cards**") to customers who maintain a Brokerage Access<sup>SM</sup> and/or Brokerage Account® Asset Management Account with NFS. When you use your Checks or Cards or effect ACH Transactions, you will be accessing the Available Balance in your Brokerage Access<sup>SM</sup> or Brokerage Account® Asset Management Account.

This Checkwriting, ACH and Debit Card Services Agreement (the "**Agreement**") is made among you, your Broker/Dealer, NFS, BNY Mellon and Bank and explains the types of Transactions that you can perform with your Card, as well as your rights and responsibilities concerning your usage and safekeeping of your Checks and Cards, and confidential information used for ACH transactions. By using your Card or writing Checks or effecting ACH Transactions, you agree to be legally bound by the terms and conditions set forth in this Agreement.

Please read this Agreement carefully because it tells you your rights and obligations for the Transactions listed. You should keep this document for future reference.

### IMPORTANT

Please notify BNY Mellon if any of the following situations arise:

- Checks: If you believe any of your Checks have been lost, stolen or forged.
- Cards: If you believe your Card or personal identification number ("PIN") has been lost or stolen or has become known to unauthorized persons or that someone has used or may use your Card or PIN without your permission.
- ACH transfers: If you believe the information you use to effect ACH transactions has been lost or stolen or has become known to unauthorized persons.

You can notify BNY Mellon by:

Telephoning BNY Mellon at: 1-877-506-2399

or

Writing to BNY Mellon at:

BNY Mellon BTS Customer Service  
301 Bellevue Parkway  
3rd Floor  
Wilmington, DE 19809

For all other questions, please contact your investment representative at your Broker/Dealer.

- Definitions.** Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings specified below:

**"Account"** refers to your brokerage account with your Broker/Dealer and NFS. Termination of your Account will cause immediate termination of your Checks and Card(s). All Transactions are processed through an account held at Bank, as more fully explained in the Asset Management Account Customer Agreement. Your Checks and Cards may be terminated by us without resulting in termination of your Account.

**"ACH Transaction"** means a transaction cleared through the Automated Clearing House.

**"Asset Management Account Customer Agreement"** means the agreement between you, your Broker/Dealer, and NFS which governs the Brokerage Account<sup>SM</sup> or Brokerage Account® Asset Management Account to which the Checkwriting and/or Visa® Card feature(s) is/are linked. Neither Bank nor BNY Mellon are a party to the Asset Management Agreement and have no duties, liabilities or obligations in connection with the Asset Management Agreement.

**"ATM"** means automated teller machine.

**"ATM Withdrawal"** means a Card Transaction in which you receive money from an ATM.

**"Authorization"** means a Transaction in which you authorize a third-party to place a hold on your Available Balance to ensure future payment to such third-party.

**"Available Balance"** is the amount NFS has transmitted to BNY Mellon as available for your Account, which may include available credit in your margin account<sup>1</sup>.

**"Bank"** means, as the context requires: (i) PNC Bank, N.A., or any successor bank, solely with respect to Cards and Card Transactions; and/or (ii) depending on the issuer or your Checks, PNC Bank, N.A. or The Bank of New York Mellon, or any successor bank, solely with respect to Checks, Checking Transactions and ACH Transactions.

**"Banking Day"** has different meanings for ATM Withdrawals and for Cash Advances, Purchases, and Authorizations. A Banking Day may, as applicable, exclude bank, Bank or NFS holidays.

- For ATM Withdrawals, we consider there to be seven (7) Banking Days each week for purposes of imposing security limits on the number and amount of ATM Withdrawals you can perform at an ATM. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time.
- For Cash Advances, Purchases, and Authorizations:
  - We consider there to be six (6) Banking Days each week for purposes of imposing security limits on the amount of Cash Advances, Purchases, and Authorizations you can perform. For these purposes Banking Days begin at 6:00 a.m. Eastern Time. The period from Saturday at 6:00 a.m. to Monday at 6:00 a.m. Eastern Time is counted as one Banking Day; and
  - We consider there to be seven (7) Banking Days each week for purposes of imposing security limits on the number of Cash Advances, Purchases, and Authorizations you can perform. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time.

**"BNY Mellon"** means BNY Mellon Investment Servicing Trust Company, which is responsible for administration of the banking services (via Bank) provided hereunder, or The Bank of New York Mellon, as the context requires.

**"Business Day"** means Monday through Friday, excluding federal holidays. Although NFS', BNY Mellon's, or Bank's offices may be open on certain federal holidays, these days are not considered Business Days for purposes relating to the transfer of funds.

**"Card"** means the Visa® Debit Card issued in connection with your Account.

**"Card Transaction"** means those Transactions which you can perform with your Card as more fully described below.

**"Cash Advance"** means a Card Transaction in which you receive money back from a merchant or financial institution. Cash Advances do not include ATM Withdrawals.

**"Check"** means the Checks issued on your Account.

**"Check Transaction"** means those Transactions which you initiate via a Check, as explained more fully in Section 4.5.

**"Electronic Fund Transfer"** means any transfer of funds initiated or authorized by you through an electronic payment system. Card Transactions, Checks converted for electronic payment, and certain ACH Transactions are considered Electronic Fund Transfers.

**"Purchase"** means a Card Transaction in which you purchase goods or services.

**"Regulation E"** means Regulation E (12 C.F.R. part 205) of the Board of Governors of the Federal Reserve System.

**"Services"** means Checkwriting privileges, Card, ACH and related services.

**"Transaction"** means those transactions which you can perform with your Cards and Checks as more fully described in this Agreement, as well as ACH Transactions.

<sup>1</sup> If the market value of the securities in your margin Account declines, you may be required to deposit more money or securities. If you are unable to do so, NFS may be required to sell all or a portion of your pledged assets. You will also be subject to margin interest as disclosed in your margin agreement. Margin trading involves greater risk than paying cash up front for your investment, is not suitable for all investors, and is subject to approval by NFS.



**"Unauthorized Transaction"** means a Transaction made by some one without your authorization and from which you received no benefit. An Unauthorized Transaction does **not** include: (a) a Card Transaction by a person to whom you furnished your Card or PIN unless you have notified us that Card Transactions by such persons are no longer authorized and we have had a reasonable opportunity to act on such notice; (b) a Transaction made or authorized by you with the intent to defraud; or (c) a Transaction which is made in error by us.

**"We, Us, Our"** means, as the context requires, BNY Mellon, Bank, your Broker/Dealer and/or NFS. For clarification, the terms "we, us, our" have the foregoing meanings in this Agreement, whether or not they are capitalized.

**"You, Your, Yours, Accountholder"** means each person or entity who is a registered owner of the Account. For clarification, the terms "you, your, yours" have the foregoing meanings in this Agreement, whether or not they are capitalized.

2. **General Features of Services.** If you have requested Checkwriting privileges, ACH-only privileges and/or Card privileges for your Account, your broker dealer must first approve your application. Upon such approval, we will provide you with Checks, ACH transaction information and/or Card(s) as applicable.

2.1 **Available Balance.**

2.1.1 Your Available Balance may fluctuate from day to day due to changes in your Collected Balance, as described in your Asset Management Account Customer Agreement. BNY Mellon reduces your Available Balance shortly after it receives notification of a Transaction – not when a sales draft or Cash Advance draft is paid. For example, your Account may be debited (and Available Balance reduced) on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection at another financial institution.

2.1.2 You promise not to make a Transaction (such as making a Card Purchase, writing a Check or making an ACH Transaction) that exceeds your Available Balance. If you attempt to make a Card Transaction that will exceed your Available Balance, the Card Transaction will normally be declined.

2.2 **Payment for Transactions.**

2.2.1 During the course of each Business Day, BNY Mellon will notify NFS of the Transactions on your Account of which BNY Mellon becomes aware. NFS will make payments to Bank (via BNY Mellon) on your behalf on each Business Day that NFS receives notice of the Transactions from BNY Mellon, provided that you have sufficient funds in your Account.

2.2.2 You authorize NFS to charge your Account in order to pay for Transactions. Each Transaction shall be considered to be your direction to us to charge or reduce your Available Balance. NFS will make payments for the charges in the following order of priority: cash available in your Account without incurring margin interest (if applicable) and then if you have a margin account, any margin credit available. Please see the Asset Management Account Customer Agreement for details on debits to your Account and order of payments, which supersedes this Agreement for purposes of order of priority. When you use your Card, the charge or reduction generally to your Available Balance occurs immediately (with the exception of preauthorized transaction) and you understand that you have no right to stop payment on most Card Transactions. See the Stop Payment—Checks section below to learn how to stop payments on Checks you have written. See also, the Preauthorized Transactions section to learn how to stop payment on certain preauthorized card and ACH Transactions. You understand that to stop payments on Checks you have written. You understand that Authorizations will reduce your Available Balance by the amount of the Authorization even if the Authorization does not result in a Transaction. Note that an Authorization will reduce your Available Balance until the Transaction is completed in whole or in part, or after the expiration of a time period specified by us.

2.2.3 If there is more than one person who is authorized to sign on the Account, you authorize us to pay for Card Transactions on the authority of any one or more of the signatures of the individuals identified and carried on the Account record. See below for more information about joint accounts.

2.2.3.1 **Unauthorized Use.** You promise not to let any unauthorized person make a Transaction. If you permit an unauthorized person to make a Transaction(s), even if the amount of actual use exceeds the amount you authorized, you will be responsible for the full amount of all Transaction(s) that result.

2.3 **Account Statements.**

NFS will send you an Account statement every month in which a Transaction was made. In any event, you will receive an Account statement at least quarterly. Your Account statements will include the following information for Card Transactions: the amount, location, Transaction date, posting date, and merchant name (when available). In addition, your Account statement will include your Checkwriting and ACH activity during the period covered by the statement. Transactions from your Account may appear on the day after the Business Day the transaction took place. Neither BNY Mellon or Bank will send you separate statements listing Transactions.

**Your Duty to Examine Your Statement—Checks.**

As used in this section, the term "problem" means any error, alteration or Unauthorized Transaction *(including, but not limited to, forged or missing signatures, unauthorized wire transfers, and excluding Electronic Fund Transfers)* related to any Check Transaction(s) for your Account. Because you are in the best position to discover any problem, you will promptly examine your statement and report to NFS, your Broker/Dealer and/or BNY Mellon any problem on or related to your statement. You agree that none of us will be responsible for any problem related to a Check Transaction that:

- You do not report to NFS, your Broker/Dealer and/or BNY Mellon in writing within a reasonable time not to exceed twenty (20) calendar days after the Company transmits the statement *(or makes the statement available)* to you;
- Results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it *(for example, unauthorized Checks made with your facsimile signature device or that look to an average person as if they contain an authorized signature);* or
- As otherwise provided by law or regulation.

You may not start a legal action against any of us because of any problem unless: (a) you have given NFS, your Broker/Dealer and/or BNY Mellon the above notice and (b) the legal action begins within one year after NFS and/or your Broker/Dealer transmits or makes your statement available to you. If you make a claim against any of us in connection with a problem, each of us reserves the right to conduct a reasonable investigation before re-crediting your account, and you agree to cooperate in such investigation. You agree to complete an affidavit of forgery or other proof of loss upon request from any of us. If you refuse to sign such an affidavit, none of us will be liable to you for any loss arising from the problem. For problems involving an electronic banking transaction, please refer to the "Electronic Fund Transfers" sections of this Agreement.

These time periods for you to examine your statement and report "problems" to us are without regard to the level of care of any of us or the commercial reasonableness of our practices, and without regard to whether copies or images of cancelled Checks are supplied or made available to you.

**Contact NFS or your Broker/Dealer promptly if you do not receive your regular statement.**

**Your Duty to Examine Your Statement—Cards.** Please see the section below entitled "Electronic Fund Transfers."

**Your Duty to Examine Your Statement—ACH Transactions.** Generally, ACH Transactions for consumer accounts are considered Electronic Fund Transfers. Please see the section below entitled "Electronic Fund Transfers." For other ACH Transactions, please see "Your Duty to Examine Your Statement—Checks" above. Also, for ACH Transactions

related to electronically re-presented checks from consumer accounts, please see the subsection entitled "Consumer Electronic Check Re-presentation."

## 2.4 Foreign Transactions.

2.4.1 Foreign Transactions are Card Transactions or ACH Transaction completed outside the United States through your Account. All debits to your Account will be posted in U.S. dollars. Checks will generally not be accepted by banks outside of the United States. All Checks must be made payable in U.S. dollars.

2.4.2 **Foreign Currency.** Card Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa, using its then current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Card Transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Card Transaction date or periodic statement posting date.

2.4.3 **Foreign Transaction Fee.** For each Foreign Transaction involving a card, there is a foreign Transaction fee (currently, one percent of the Transaction for non-US dollar transactions), which will be included in the amount charged to your Account. This charge may apply whether or not there is a currency conversion.

2.5 **Fees.** A one dollar (\$1.00) charge will be assessed for each ATM Withdrawal and Cash Advance. If you request a copy of a sales draft, your Account will be charged three dollars (\$3.00) per sales draft. These fees do NOT include any fees that may be charged by third parties, nor do they include additional out-of-network fees charged by ATM operators (see Out-Of-Network Surcharges section below). NFS and/or your Broker/Dealer may waive some or all of the foregoing fees in connection with certain Card offerings.

## 2.6 Contact Information.

**Contact BNY Mellon.** ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR CARD MUST BE DIRECTED TO BNY MELLON, AND NOT TO NFS, YOUR BROKER/DEALER OR BANK. BNY MELLON IS RESPONSIBLE FOR RESOLVING ANY ERRORS IN TRANSACTIONS MADE WITH YOUR CARD.

Call BNY Mellon during any business day at 1-877-506-2399.

Or write to BNY Mellon at:

BNY Mellon BTS Customer Service  
301 Bellevue Parkway  
3rd Floor  
Wilmington, DE 19809

When calling or writing, you must provide your account number and other identifying information.

2.7 **Documentation.** NFS, BNY Mellon and/or Bank may add images of your application with respect to the services provided in connection with this Agreement to their electronic document storage systems. After doing so, the original documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.

2.8 **Adverse Claims.** *If NFS, BNY Mellon or Bank receives a claim to all or a portion of your Account (including but not limited to a dispute over who is an authorized signer or owner), we may place a hold on funds that are the subject of the claim.* The hold may be placed for the time that we feel is reasonably necessary to allow a court to decide who should have the funds. None of NFS, BNY Mellon or Bank will be responsible for any items that are not paid because of the hold. You agree to reimburse NFS, BNY Mellon and Bank for expenses, including attorneys' fees and expenses, arising out of such competing claims.

2.9 **Safeguard Your Checks.** You may not be able to recover amounts withdrawn through unauthorized use of Checks if you have not taken reasonable care in safeguarding the Checks or have not promptly notified BNY Mellon of the unauthorized use.

## 3. Card Transactions.

### 3.1 Conveniences.

- 3.1.1 **ATM Withdrawals:** You can use your Card to receive cash at ATMs displaying the Visa® or PLUS® logos.
- 3.1.2 **Cash Advances:** You can use your Card to receive Cash Advances from your Account through financial institutions that honor Cards bearing the Visa logo.
- 3.1.3 **Purchases/Authorizations:** You can use your Card to purchase goods and services (Purchases) from merchants honoring Visa. You may also use your Card to authorize others to place a hold on your Available Balance to assure future payment (Authorizations).
- 3.1.4 **Pay Bills:** If the merchant is agreeable, you can pay bills directly by telephone from your Account in the amounts and on the days you request.
- 3.1.5 **Visa Account Updater (VAU):** VAU is a free account service in which each Card is automatically enrolled. The service automatically updates your payment information when a Card is re-issued to merchants who participate in VAU in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those participating merchants seeking your account information after you have requested they process a recurring payment or payments. Not all merchants participate in automatic updates. Updates are not guaranteed before the next billing cycle. If at any time you wish to opt-out of the VAU service or if you have any questions, please call the Toll Free Number on the back of your card.

3.2 **Out-Of-Network Surcharges.** An out-of-network surcharge may be imposed for ATM usage (including Transactions and balance inquiries).

3.3 **Cancellation of Card.** The Card may be cancelled by BNY Mellon, Bank or NFS at any time without prior notice and will remain the property of Bank. Without limiting the foregoing, your Card will be cancelled effective immediately upon the closing of your Account.

### 3.4 Restrictions.

- 3.4.1 **Purchasing Securities:** You may not use your Card to purchase securities.
- 3.4.2 **Internet Gambling:** You may not use your Card for internet gambling.
- 3.4.3 **Illegal Activities:** Use of your Card for illegal activities is prohibited.

3.5 **Third-Party Minor Card.** If you have authorized a Third-Party minor on your Card, you agree to the following terms and conditions:

- 3.5.1 The Third-Party Minor has the authority to withdraw money from and make purchases through the Card on your brokerage Account with your Broker/Dealer;
- 3.5.2 The spending limits for the Third-Party Minor were set by the account owner at the time the Third-Party Minor was authorized on the Card. You can verify the spending limits for a Third-Party Minor card with your Broker/Dealer. Cash Advances are not available;
- 3.5.3 BNY Mellon Bank and NFS have no duty to and will not supervise or monitor any acts of the Third-Party Minor on the Card;
- 3.5.4 You will conduct a prompt review of Card activity on your statements. In the event of any discrepancy or error, you understand that it is your responsibility to promptly notify NFS and your Broker/Dealer;
- 3.5.5 You are solely responsible for any Transaction(s) done by the Third-Party Minor through your Card issued on your Account, including ATM Withdrawals, on-line purchases and merchant transactions;
- 3.5.6 The Card issued to the Third-Party Minor shall expire and terminate four (4) years from the date of issue. You understand that NFS will not automatically issue a replacement Card upon the expiration of the four (4) year period. You, as the account owner, must request a new Card by executing and submitting the appropriate paperwork to your Broker/Dealer.

If the minor reaches the age of majority prior to the expiration date, you understand and agree that the terms and conditions that govern the Third-Party Minor Card remain in full force and effect until the Card is terminated. You are responsible for any Transactions effected and obligations that may accrue prior to the termination of the Card.

- 3.5.7 You indemnify and hold NFS, BNY Mellon Bank and their affiliates, control persons, officers, directors, successors, assigns and employees harmless from and against all losses, claims and costs (including reasonable attorney fees) resulting from this authorization, including but not limited to any and all Transactions in the Account made in accordance with instructions by the Third-Party Minor;
- 3.5.8 The Third-Party Minor Card authorization is a continuing one and shall not be affected by your subsequent disability or incapacitation;
- 3.5.9 You solely are responsible for determining if it is appropriate for the Third-Party Minor to be granted this authorization under any applicable laws and regulations.
- 3.5.10 The daily spending limit for the Third Party Minor Card default is \$250.00, unless otherwise established by your Broker/Dealer.

#### 4. Check Writing Privileges.

- 4.1 **Check writing.** Any of NFS, BNY Mellon and Bank may refuse any withdrawal that you attempt on forms not approved by us or by any method we do not specifically permit.

Each Check must be properly completed and signed by an authorized signer (as described below).

In writing Checks, we strongly suggest that you date them with a current date. We will not have liability to you for paying Checks which are postdated, stale dated or do not bear a date. If you do not wish us to pay a Check you have issued, you should place a stop payment order with us. *Please refer to the Stop Payment—Checks section of this Agreement.*

- 4.2 **Authorized Signers.** In this document, the words “authorized signer” mean any of the following persons:

- Any person (other than a ward, conservatee or beneficiary) listed on a signature card, application, resolution or certificate of authority as being authorized to make withdrawals by Check, or otherwise, from your Account;
- Any person who has a “power of attorney” or is an attorney-in-fact, agent, guardian, personal representative, trustee, custodian, or some other fiduciary capacity (collectively, an “agent”) to act for an owner;
- Any person that you authorize to make withdrawals by Check, or otherwise, from your Account; or
- Any person to whom you make your Checkbook or your Checking account number available.

The words “owner” and “owners” mean all persons (other than a ward, conservatee or beneficiary) listed on a signature card or application but not persons who are authorized signers only because they are acting as an agent. Each of BNY Mellon, and Bank are authorized to follow the directions of your agent regarding your Account until it receives written notice that the agency or fiduciary relationship has been terminated and has had reasonable time to act upon that notice. We will not be liable to you in any way if your agent misapplies any of the funds from your Account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order, or other document that has established the agency or other fiduciary relationship. For corporate, limited liability company, and partnership accounts, the corporation, limited liability company or partnership is the “owner.”

- 4.3 **Multiple Required Signature Accounts.** If you (a) have specified that some or all Checks must be signed by more than one person, (b) have specified that the authorized signers for Checks in one category are different than those for another Check category, or (c) use Checks that require

multiple signatures, you acknowledge that those restrictions are for your internal use only and do not bind us even if you have made us aware of them in writing or otherwise. NFS reserves the right to refuse to allow persons to open accounts with these types of restrictions.

- 4.4 **Facsimile Signatures.** You may wish to use a facsimile signature stamp or other mechanical signature device to sign Checks or other orders relating to your Account. If you do, we will, without contacting you, debit the Account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. None of NFS, BNY Mellon nor Bank will be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

- 4.5 **Check Transactions.** Checks can be used for, or may result in, the following Transactions:

- Check writing capabilities; and
- Electronic Fund Transfers (e.g., certain Transactions via the Automated Clearing House).

- 4.6 **Copies of Cancelled Checks.** We will not return Checks that have been paid against your Account to you. At your request, we shall provide you with photocopies or image copies of Checks paid against your Account or other Account documentation, if such Checks or documents are available to us under our record retention policies. If you request a copy, we may impose a processing fee.

- 4.7 **Refusing Payment on Your Checks.** If one of your Checks is presented for payment and your Account Balance is not sufficient to cover such Check(s), or if the Check is not properly signed or contains some other irregularity, NFS, BNY Mellon and/or Bank may refuse payment and return the Check to the person who presented it. You acknowledge that it is difficult or impossible for NFS, BNY Mellon and/or Bank to verify whether an endorsement by a corporation or other business entity is valid. You also acknowledge that it is difficult or impossible for NFS, BNY Mellon and/or Bank to verify whether an endorsement by someone other than the person presenting a Check for payment is valid.

- 4.8 **Stop Payments—Checks.**

- a) **Checks.** Unless otherwise provided, the provisions in this section cover stopping payment of Checks. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, are mentioned elsewhere.
- b) **Oral and Written Orders.** You are generally permitted to make stop payment orders orally; telephone is the most common medium used. To request a stop payment, please call BNY Mellon at 1-877-506-2399. When placing your stop-payment order, the service representative will tell you what information is needed to stop payment. If you provide your stop payment order in writing with respect to an individual check, you must provide the following information to BNY Mellon: Account Number, amount of Check, Check number, name of party to be paid, date on Check, and your name and address.

In addition, you are generally permitted to make a stop payment order on a range of checks. If you provide your stop payment order for a range of checks in writing, you must provide the following information to BNY Mellon: Checkwriting number; Check numbers of the first and last Checks in the range; and your name and address.

**The stop payment information must be exact since stop-payment orders are handled by computers. If your information is not exact, we cannot assure you that your order will be effective, and none of NFS, BNY Mellon or Bank will be responsible for failure to stop payment.**

- c) **Who and for How Long.** You may stop a payment on any Check whether you sign the item or not. Oral stop payment orders are generally effective for only fourteen

(14) calendar days, unless confirmed in writing during that time. Written stop-payment orders (and oral orders confirmed in writing) are generally effective for only six (6) months from the date of the original order. None of NFS, BNY Mellon or Bank is obligated to notify you when a stop-payment order expires. Unless you renew the stop payment in writing for another six (6) months, the Check may be paid even though it is a stale Check. We will accept stop payment orders from any person with signing authority on your Account, regardless of who wrote the Check(s). If you want to reverse a stop-payment request you must contact NFS. BNY Mellon and Bank are unable to accept a request to reverse a stop-payment request directly from you. As a security measure, BNY Mellon and Bank will accept reverse of stop-payment requests only from NFS.

- d) **Indemnity.** You stop payment on an item and NFS, BNY Mellon and/or Bank incurs any damages or expenses because of the stop payment, you agree to indemnify NFS, BNY Mellon and/or Bank for those damages or expenses, including attorneys' fees. You assign to NFS, BNY Mellon and/or Bank all rights against the payee or any other holder of the item. You agree to cooperate with NFS, BNY Mellon and/or Bank in any legal actions that we may take against such persons. You should be aware that anyone holding the item might be entitled to enforce payment against you despite the stop-payment order.

If a Check or Transaction is inadvertently permitted despite a stop payment order, the following rules will apply:

- You will have to prove to BNY Mellon, Bank and/or NFS that you have suffered a loss and, if so, the amount of the loss;
- BNY Mellon, Bank and/or NFS will be able to enforce any rights that the original payee or any other person who held the Check had against you; and
- Your Account will not be re-credited until you prove your loss and we are satisfied that we are required by law to do so.

- e) **Cutoff Time.** BNY Mellon and Bank must receive a stop payment order in a timely fashion, such that BNY Mellon and Bank have a reasonable opportunity to act upon the stop payment order and before its stop-payment cutoff time. The law provides additional limitations on BNY Mellon's and Bank's obligation to stop payment. *(For example, you cannot stop payment on an item that has already been paid.)*

- f) **Charges.** Stop payment orders are subject to our current charge for that service.

- 4.9 **Inconsistent Amounts.** Checks are processed by computers. The Check amount in numerals is the one encoded on the Check to be read by the computer. You agree that if the Check amount in words is different from the amount in numbers, we may charge against your account the amount in numbers instead of the amount in words.

- 4.10 **Consumer Electronic Check Re-presentation.**

- a) **Generally.** If you write a Check on a personal account that is returned unpaid because of insufficient or uncollected funds, the depositor of the Check or the depositor's bank may re-send ("re-present") the Check electronically. That is, the depositor or the depositor's bank may send Bank an electronic instruction ("electronically re-presented Check") to charge your Account in the amount of the Check.
- b) **Handling of Electronically Re-presented Checks.** If BNY Mellon receives via Bank an electronically re-presented Check from the depositor or the depositor's bank, BNY Mellon will cause Bank to pay or return the electronically re-presented Check as if the original paper Check were being re-presented to it. The part of this Agreement titled "Electronic Fund Transfers" will not apply to any electronically re-presented Check.
- c) **Stop Payment.** If you wish to stop payment of any electronically re-presented Check, you must follow the procedures contained in the section for stopping payment of Checks, not the procedures contained in the section for stopping payment on Electronic Funds Transfers.

- 4.11 **Insufficient Funds.** If one of your Checks is presented for payment and there are not sufficient funds available in your Account, NFS may cause BNY Mellon and Bank to pay or refuse to pay any or all such items in our discretion. We may also charge your Account a service charge, regardless of whether we pay the item or return the item unpaid. You have no right to request that any certain item be paid, and none of NFS, BNY Mellon nor Bank has any responsibility for paying or returning any item requested. If your Account is overdrawn for any reason, you agree to deposit sufficient funds to cover the overdraft and our service charge immediately.

A determination of your Account Balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made. NFS will determine your Account Balance partially based on information provided from time to time by BNY Mellon, which may not be accurate at the time a particular item is presented to BNY Mellon. You authorize BNY Mellon and Bank to return items for insufficient funds based on information provided by NFS.

If there are sufficient funds to cover some but not all of your Transactions, NFS will allow those Transactions that can be paid, in any order convenient to us. If, in our sole discretion, we choose to allow Transactions for which there are not sufficient available funds, you agree to repay us immediately the amount of the funds advanced to you. We may also assess your Account a service charge, whether or not we allow such Transactions to be paid. At no time shall we be required to allow you to overdraw your Account even if we had allowed such activity on one or more prior occasions.

You agree that we do not have to notify you when we refuse to pay a check you have written, or if we pay a check which overdraws your Account, or when we impose a fee in connection with either of these events.

- 4.12 **Use of Check Images and Substitute Checks.**

You agree that we may debit your Account for a Check image of an original Check presented for payment or collection. In this situation, we may debit your Account without receipt of, or review of, the original Check associated with the Check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or credit to your Account, a paper copy or paper representation of an original Check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute Check.

You agree that a check image that is received or created by Bank in the Check deposit, collection or return process shall be considered a "Check" and/or an "item" for all purposes under this Agreement and applicable law. In addition, a Check that you write may be truncated in the Check collection process and replaced with a substitute Check. You authorize us to pay, process or return a substitute Check in the same manner as "Check" or "item" under this Agreement. Substitute Checks are governed under the Check Clearing for the 21st Century Act ("Check 21 Act") and the terms of this Agreement, to the extent not modified by the Check 21 Act. **Notwithstanding the foregoing, you understand that your Checks are drawn on an omnibus account maintained by BNY Mellon (on behalf of NFS) with Bank, and that as a result, you are not considered a "consumer" as that term is used in the Check 21 Act.**

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a Check image or substitute Check instead of the original Check, including the destruction of the original Check, as described above, to the extent permitted by applicable law.

- 4.13 **Bank Branches.** Bank is not required to pay any Check presented at a branch office. Bank reserves the right to refuse to cash or to impose a charge on anyone who asks Bank to cash a Check that you have written. Even if your Check is otherwise properly payable, we will not be liable to you for dishonor of your Check, or otherwise, as a result of such refusal.

4.14 **Not Bank Account.** You should be aware that the Services are intended to provide easy access to assets in your Account, but that your Account is not a bank account. **Assets in the Account are not deposits or obligations of, nor insured or guaranteed by, the U.S. government, any financial institution (including BNY Mellon and Bank), the Federal Deposit Insurance Corporation, or the Federal Reserve Board.**

5. **ACH (Automated Clearing House) Transfers—Check Initiated ACH Transfers and ACH-Only Account Transfers.** If you have checkwriting privileges or your account has ACH-only privileges, you can enable third-parties (such as merchants and banks) to initiate credit transfers to (and/or debit transfers from) your Account via the ACH system. For check-related ACH Transactions, to initiate an ACH transfer, use your checking account number and the ABA routing number. For ACH-only accounts, you will be provided with an ACH account number and the ABA routing number; and to initiate an ACH transfer, use your ACH account number and the ABA routing number.

Money can be credited to or debited from your Account because of ACH or other money transfer entries. These credits and debits are normally subject to additional rules of the money transfer system that processes them, such as the rules of the National Automated Clearing House Association and local ACH operating rules.

An ACH credit entry to your Account is provisional until the Bank receives final settlement through a Federal Reserve Bank or otherwise receives payment as provided in Section 403(a) of Article 4A of the Uniform Commercial Code. The Bank is entitled to a refund of the credit entry if it does not receive final settlement or payment. In that case, the person who originally sent the credit entry will be considered not to have paid you.

In addition, unless required by applicable law, NFS will generally not give you notice of the receipt of an entry by the Bank. Entries will, however, be included on your Account statement.

ACH Transfers are generally considered to be “electronic fund transfers”; see Section 6 for more information. In particular, for instructions on how to make stop payment orders on preauthorized ACH payments, see Section 6.5.

6. **Electronic Fund Transfers.** This section applies to funds transfers governed by the Electronic Fund Transfer Act and Regulation E, and some additional Transactions that are similar and related.

- 6.1 **Types of Electronic Fund Transfers Card Transactions** See the section above entitled Card Transactions—Conveniences for the types of Electronic Fund Transfers you can make with your Card.

**Check Transactions—Electronic Check Conversions.** You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your Check (i.e., Check initiated ACH transfers) to: (i) pay for purchases and (ii) pay bills.

**ACH-Only Account Transfers—**For ACH-Only Accounts, you may initiate ACH Transactions to pay bills.

- 6.2 **Limits on Dollar Amount of Card Transactions (excluding Third-Party Minor Cards).** The ATM you use may have limits on the amount of cash that can be received at that machine. These limits may include transactional and daily limits. We have a one thousand, five hundred dollars (\$1,500.00) maximum withdrawal amount for ATM withdrawals per Banking Day. Sometimes a temporary one hundred dollars (\$100.00) limit per Banking Day may be imposed for security purposes or when the Card Transaction volume in your Account exceeds normal conditions. There may be other limitations stated in this Agreement or in other agreement(s) between you and NFS.

Unless a higher limit is authorized for all other transactions, there is a thirty thousand dollars (\$30,000) Card Transaction limit per day. ATM Withdrawals, Cash Advances, Purchases and Authorizations all count against these Card Transaction limits. In addition, for security purposes there is a single Cash Advance Transaction limit and a daily Cash Advance Transaction limit per Banking Day. There may be other limitations stated in this Agreement, your Asset Management Account Customer Agreement, or in other applicable agreement(s) between you, your Broker/Dealer, and NFS. ATM Withdrawals, Cash Advances, Purchases and Authorizations will all count against those limits.

- 6.3 **Limits on Dollar Amount of Third-Party Minor Card Transactions.** The ATM you use may have limits on the

amount of cash that can be received at that machine. These limits may include transactional and daily limits. We have a two hundred and fifty dollar (\$250.00) maximum withdrawal amount for ATM Withdrawals per Banking Day. Sometimes a temporary one hundred dollar (\$100.00) limit per Banking Day may be imposed for security purposes or when the Card Transaction volume in your Account exceeds normal conditions. There may be other limitations stated in this Agreement or in other agreement(s) between you and NFS.

Unless a higher limit is authorized for all other transactions, there is a two hundred and fifty dollar (\$250) Card Transaction limit per day. ATM Withdrawals, Cash Advances, Purchases and Authorizations all count against these Card Transaction limits. In addition, for security purposes there is a single Cash Advance Transaction limit and a daily Cash Advance Transaction limit per Banking Day. There may be other limitations stated in this Agreement, your Asset Management Account Customer Agreement, or in other applicable agreement(s) between you, your Broker/Dealer, and NFS. ATM Withdrawals, Cash Advances, Purchases and Authorizations will all count against those limits.

- 6.4 **Limits on Frequency of Card Transactions (including Third-Party Minor Cards).** In addition to the dollar amount limits, we reserve the right to impose a limit on the number of Card Transactions you can make on any Banking Day. For the purposes of maintaining security, we will not disclose that limit, except that you will be allowed to make at least five (5) Card Transactions on any Banking Day under normal conditions.

- 6.5 **Retention of the Card.** Your Card may be retained by any ATM, merchant or participating financial institution IF:
- the PIN is wrong after three attempts (certain ATMs may limit you to fewer attempts);
  - you exceed the limits on dollar amounts and/or frequency of Transactions;
  - your Card was reported lost or stolen;
  - your Account has been closed;
  - your Card expired or was replaced;
  - the machine is not operating properly; or
  - there are other legitimate business reasons.

- 6.6 **Preauthorized Transactions.**

**Preauthorized ACH Credits.** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, the person or company making the deposit should tell you every time they send us the money. You can call your Broker/Dealer to find out whether or not the deposit has been made.

**Preauthorized Recurring Payments.**

**Stop Payment.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments by following the processes set forth here:

*General.* Call or write BNY Mellon in time for BNY Mellon to receive your request three business days or more before the payment is scheduled to be made. If you call, BNY Mellon may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you ten dollars (\$10.00) for each stop-payment order you give.)

*Notice of Varying Amounts.* If these regular payments may vary in amount, the person you are going to pay should tell you, ten (10) days before each payment, when it will be made and how much it will be.

(You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

*Notice of date change.* If the person you are going to pay changes the scheduled due date of preauthorized payment, that person should provide you at least seven (7) calendar days' notice.

*Liability for Failure to Stop Payment of Recurring Preauthorized Transfer.* If you order us to stop a recurring payment three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Stop Payment—Single Payment.** With respect to an individual Card or ACH payment:

*General.* If you desire to stop a single Card or ACH payment call us at the number above or write to us at the address above. We will stop the payment if we have a reasonable opportunity to act upon the stop payment request prior to acting on the Transaction. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. (We will charge you the following amounts for each stop-payment order you give: ten dollars (\$10.00) for each ACH stop-payment, zero dollars (\$0.00) for debit card stop-payments.)

*Liability for failure to stop payment of single preauthorized transfer.* If you order us to stop a single Card or ACH payment and we have a reasonable opportunity to act upon the stop payment request prior to acting on the Transaction, and we do not do so, we will be liable for your losses or damages.

- 6.7 **Card Transaction Receipts.** You will be given a receipt at the time you make Card Transactions, except for Card Transactions you make by telephone, mail or via the internet. Receipts may not be provided for Purchases of fifteen dollars (\$15) or less, or for Card Transactions performed outside the United States. Card Transactions will also be reflected on your Account statement. *See also, Loss, Theft or Unauthorized Card Transactions below.*

Merchants generally maintain receipts of Card Transactions for twelve months (12), which Merchants are not required to provide unless requested in connection with fraud investigation or legal purposes. If you call BNY Mellon, we will attempt to obtain copies of drafts. If you request a copy of a sales draft, your Account may be charged three dollars (\$3.00), plus the amount of any third party fees required in order to obtain the sales draft.

- 6.8 **Loss, Theft or Unauthorized Card Transactions.** You must tell BNY Mellon **IMMEDIATELY** if you believe your Card has been lost or stolen or if you believe an unauthorized person may know your PIN or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Account (*plus the maximum amount available through your margin account*). If you tell BNY Mellon within two (2) Business Days after you learn of the loss or theft of a Card or PIN, you can lose no more than fifty dollars (\$50.00) if someone used your Card or PIN without your permission.

TO PROTECT YOUR ACCOUNT AND LIMIT YOUR LIABILITY, WE RECOMMEND THAT YOU:

- DO NOT PROVIDE ANYONE WITH YOUR PIN;
- DO NOT WRITE YOUR PIN ON THE CARD;
- DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE CARD; AND
- DO NOT TELL ANYONE YOUR PIN, NOT EVEN SOMEONE FROM BNY MELLON, BANK, YOUR BROKER/ DEALER OR NFS.

- 6.9 **For Your Protection—Notify BNY Mellon Promptly.**

6.9.1 **Cards.** If you do NOT tell BNY Mellon within two Business Days after you learn of the loss or theft of your Card or PIN, and BNY Mellon can prove it could have stopped someone from using your Card or PIN without your permission if you had told them, you could lose as much as five hundred (\$500). With respect to ACH Transactions, you will generally not be liable for Unauthorized Transactions unless you fail to notify us within the time period as described in the next paragraph.

6.9.2 **In case of errors or questions about your Electronic Transfers.** Telephone or write BNY Mellon as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

6.9.3 **Consumer Liability—All Electronic Fund Transfers.** Tell BNY Mellon **IMMEDIATELY** if you believe your statement shows Electronic Fund Transfers that you did not make. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (*plus the maximum amount available through your margin Account*).

If you do not tell BNY Mellon within sixty (60) days after the statement was FIRST transmitted to you, you may not get any money you lost after the sixty (60) days if BNY Mellon can prove that we could have stopped someone from taking the money if you had told BNY Mellon in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- 6.9.4 **Information to Provide.** If you tell BNY Mellon orally, we may require you to send BNY Mellon your complaint or question in writing within ten (10) Business Days. BNY Mellon will need the following information:
- Your name, your Account number, your address, and the date of the Transaction;
  - A description of the error or Transaction in question, explaining as clearly as possible why you believe it is an error or why you need more information;
  - The dollar amount of the Transaction and, if different, the amount of the suspected error.
- 6.9.5 **Timing of Error Resolution Process.** Except as otherwise stated in this Agreement, we will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. In this event, we will generally re-credit your account within ten (10) Business Days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we need not re-credit your Account or we may reverse any credit previously made to your Account. Margin accounts need not be re-credited during our investigation.
- 6.9.5.1 **Foreign Transactions.** For Card Transactions initiated outside the United States, the applicable time period for investigations shall be ninety (90) calendar days in place of forty-five (45) calendar days.
- 6.9.5.2 **Point-of-Sale Transactions.** For point-of-sale transactions (for example, Purchases at a merchant and Cash Advances), the applicable time period for investigations shall be ninety (90) calendar days in place of forty-five (45) calendar days.
- 6.9.5.3 **New Accounts.** For Accounts that have been open for thirty (30) calendar days or less, the applicable time periods for action stated in Section 6.8.4 shall be twenty (20) Business Days in place of ten (10) Business Days and ninety (90) calendar days in place of forty-five (45) calendar days.
- 6.9.5.4 **Informing You of the Results.** In any case, we will tell you the results within three Business Days after we complete our investigation. If we decide that there was no error, we will reverse the applicable credit and send you a written explanation. You may ask us for copies of the documents that we used in our investigation.
- 6.10 **BNY Mellon's, Bank's and NFS' Liability For Failure to Complete Electronic Fund Transfers.** If we do not complete an Electronic Fund Transfer to or from your Account within the time specified in this Agreement or in the correct amount according to this Agreement, we will be liable for your losses or damages, subject to some exceptions. None of us will be liable IF:
- through no fault of ours, you do not have a sufficient Available Balance to make the Transaction;
  - any ATM, other device, Card or computer system was not working properly and you knew about the breakdown when you started the Transaction;
  - the ATM or other device you are using for the Transaction does not have enough cash;
  - the ATM or other device you are using for the Transaction was unable to process the Transaction;

- your Account is frozen (for example, because of a court order or other similar reason) and we are not permitted to make the Transaction;
- circumstances beyond our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that we have taken;
- you have failed to enter your correct PIN after the maximum number of attempts permitted;
- you failed to use the ATM, other device, Card or computer system in accordance with instructions;
- we have limited or refused to complete Transactions for security reasons; or
- we have reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Agreement or in the Asset Management Account Customer Agreement; otherwise provided to you by BNY Mellon, Bank or NFS; or contained in your other agreements with NFS. None of BNY Mellon, Bank or NFS will be responsible for any person's actions in refusing to honor or accept your Card or Checks or in taking possession of your Card. In any case, we will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by us despite our procedures to avoid such errors.

- Confidentiality.** You give us permission to share information with NFS, your Broker/Dealer, BNY Mellon and Bank. Under normal circumstances, we will not reveal any information about your Accounts to third parties. We will not reveal any information to third parties about your Account and your Transactions EXCEPT: (1) you hereby authorize us to share information concerning your Transactions with NFS, your Broker/Dealer, BNY Mellon and Bank; or (2) where it is necessary for completing your Transactions or providing any related Card, ACH and/or Check benefits to you; or (3) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (4) in order to comply with laws or with orders of subpoenas of government agencies or courts; or (5) if you give us written permission; or (6) to other persons and entities in order to resolve disputes arising from Transactions; or (7) in the circumstances contemplated by NFS' and/or your Broker/Dealer's Privacy Policy, as furnished to you separately and updated or amended from time to time by NFS and/or your Broker/Dealer.
- Text Messaging Services.** If you use text messaging services made available by Fidelity or BNY Mellon, you hereby agree not to transmit or disseminate any of the following:
  - junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;
  - material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of our customers or subscribers;
  - material or data that is illegal, harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Fidelity, BNY Mellon or any third-party service provider involved in the provision of the SMS Messaging Services;
  - material or data (other than material or data which is relevant information in connection with a legal debit card transaction) that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;
  - viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;
  - material or information that is false, misleading, or inaccurate;
  - material that would expose Fidelity, BNY Mellon or any third-

party service provider involved in the provision of the SMS Messaging Services, or any other third party to liability;

- any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fidelity, BNY Mellon or any third-party service provider involved in the provision of the SMS Messaging Services or any third party; and/or
- any additional or supplementary content we may identify to you from time to time as being prohibited content.

- Disputes Involving Your Account.** To the fullest extent permitted by law, you agree to be liable to us for any loss, costs, or expenses, including reasonable attorneys' fees, that we may incur as a result of any dispute involving your Account. To the fullest extent permitted by law, you authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. This obligation includes disputes between you and us involving the Account and situations where we become involved in disputes between you and an authorized signor, another joint owner, or a third party claiming an interest in the Account. Also, it includes those situations where you, an authorized signor, another joint owner, or a third party take some action with respect to the Account which causes us to seek the advice of counsel, even though we do not actually become involved in the dispute.
- Our Duty of Care.** The duty of care of NFS, BNY Mellon and/or Bank to you is satisfied if reasonable banking procedures are followed. Unless we have specifically agreed with you in writing, our duties will not include monitoring non-standard instructions, memos or other legends appearing on checks. We shall be deemed to have exercised ordinary care as to your signature if we process your check by automated means only (so as to clear the largest number of checks at the lowest cost to customers) or if any unauthorized signature or alteration is so skillfully made that a reasonably careful person would not readily detect it. A clerical error or mistake in judgment is not to be considered a failure to meet the duty of care by NFS, BNY Mellon and/or Bank.

The obligations of NFS, BNY Mellon and Bank are set forth in this Agreement. None of BNY Mellon, Bank or NFS is liable for the obligations of the others.

## 11. Joint Accounts.

- If this is a joint Account, unless you notify NFS otherwise and provide such documentation as NFS requires, your Account shall be held by you jointly with rights of survivorship. Each joint tenant irrevocably appoints the other as attorney in fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. We shall be fully protected in acting upon the instructions of either of you, in sending confirmation advice, notices or other communications to either of you, or in otherwise dealing with either of you. Each of you shall be liable, jointly and individually, for any amounts due to us pursuant to this Agreement, whether incurred by either or both of you.
- If "you" shall consist of more than one individual, the obligations of all such persons under this Agreement shall be joint and several. Each joint accountholder ("Accountholder") has authority, acting individually and without notice to any other Accountholder, to deal with us as fully and completely as if the Accountholder is the sole Accountholder. We are authorized to follow the instructions of any joint Accountholder.

We are not responsible for determining the purpose or propriety of an instruction we receive from any Accountholder or for the disposition of payments or deliveries among joint Accountholders. Any notice we send to one Accountholder will be deemed notice to all Accountholders.

## 12. Miscellaneous.

- Scope and Transferability.** This Agreement shall cover all aspects of the Checkwriting privileges, Card services, ACH services and associated Electronic Fund Transfers described herein and shall inure to the benefit of our successors whether by merger, consolidation, or otherwise, and assigns, and we may transfer your Account to our respective successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns.

You cannot transfer ownership of an Account without NFS' permission. Please contact NFS and/or your Broker/Dealer if you need to change the ownership of an Account. This does not limit your ability, where otherwise permitted, to access your Accounts by writing Checks, using your Card or via other

associated Electronic Funds Transfers. None of us is bound by any transfer of ownership or assignment unless we agree separately in writing to be bound by it.

- 12.2 **Terminating Your Checking, ACH and/or Card Services.** NFS, BNY Mellon, Bank, or you may terminate this Agreement, including the use of Checkwriting services, ACH services, Cards or other services, if applicable, at any time, without closing your Account. Without limiting the foregoing, your Card will be cancelled and your Checkwriting services, ACH services, Cards or other services, as applicable, terminated effective with the closing of your Account. You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, you shall promptly destroy all Checks and Cards. Failure to do so may result in a delay in our complying with your instructions regarding the disposition of assets.
- 12.3 **Lawful Use.** You agree to use your Account, Card, Checks and ACH privileges only for lawful purposes. By entering into this Agreement, you represent to us that you are not now aware of any pending or threatened criminal proceedings that could result in the loss of any money in your Account.
- 12.4 **Garnishment, Execution and Attachment.** If NFS, BNY Mellon or Bank is served with any legal process that tries to attach or in some way prevent you from freely using your funds you give us the right to hold any portion of the funds during any time necessary to finally determine who has the legal right to the funds and pay any balance in the Account to the proper person or authority. All legal actions against your Account are subject to the right of set off and security interest in favor of NFS, BNY Mellon and Bank.
- 12.5 **Client Information.** You agree to provide to NFS, BNY Mellon and Bank information that NFS, BNY Mellon or Bank is required by law or regulation to obtain from you.
- 12.6 **Service Charges/Expenses.** We may charge your Account for service charges based upon Account activity, items returned unpaid, stop payment orders, garnishments, levies, copies or images of cancelled Checks or other services related to your Account. We may change the amount of service charges from time to time. You agree to repay us all of our expenses, including attorneys' fees and legal expenses, to collect money you owe us because of your Account or for any dispute relating to your Account.
- 12.7 **Extraordinary Events.** To the fullest extent allowable under law, we are not responsible and you agree not to hold us liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to: war, natural disaster, terrorism, government restriction, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts' reports, market volatility or disruptions in orderly trading on any exchange or market.
- 12.8 **Governing Law.** Except where specified, this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and the United States of America, as amended.
- 12.9 **Accounts That are Not Consumer Accounts/Non-Personal Accounts.** If you are not a "consumer" as defined in Regulation E, none of NFS, BNY Mellon or Bank is required to respond to your questions about Transactions within the time periods specified in the section titled Electronic Funds Transfers and the limitations on your liability for Unauthorized Transactions described above do not apply. Similarly, the parameters surrounding liability, confidentiality, and documentation requirements with respect to Electronic Fund Transfers outlined above apply only with respect to Accounts established primarily for personal, family or household purposes.
- 12.10 **Representations and Amendments.** You agree that we shall have the right to amend this Agreement at any time by

sending notice of the amendment to you. An amendment shall be effective as of the effective date we provide on such notice. If we make any changes to this Agreement that will affect you adversely (by increasing costs or liability to you, or limiting access to your Account), we will notify you prior to the change as required by law. The change will automatically become effective unless, prior to the effective date, you notify us of your intention to terminate your Checkwriting privileges, ACH privileges, Card or other services, as applicable. We reserve the right to make emergency changes for security reasons, without prior written notice to you. You understand additional restrictions may apply to the services and additional documentation may be required by applicable law or our policies and procedures. You agree to promptly comply with any such restrictions and requests for additional documents.

- 12.11 **Severability.** If and to the extent any term or provision herein is or should become invalid or unenforceable, then (i) the remaining terms and provisions hereof shall be unimpaired and remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.
- 12.12 **Headings.** The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights or obligations provided for hereunder.
- 12.13 **Recording Conversations and Monitoring Electronic Communications.** For our mutual protection, you understand, agree, and expressly consent to NFS', your Broker/Dealer's, BNY Mellon's and Bank's electronic recordation of any of your telephone conversations with them and to NFS', your Broker/Dealer's, BNY Mellon's and Bank's monitoring of your electronic communications with them, including but not limited to e-mail and facsimile transmission.
- 12.14 **Priority of Agreements.** In the event of any conflict between this Agreement and any other agreement you have with NFS or your Broker/Dealer, this Agreement will control with respect to your Checks, Cards, ACH and any Transactions described herein.

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