



## Corporate New Account Package

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### Account Requirements:

- ☐ Complete a [New Account Application](#) for each Authorized Officer(s).
- ☐ Complete a [Corporate Resolution Form](#) bearing a raised seal or notarization.
- ☐ Complete a [W-9 Tax Form](#).
- ☐ Complete an [Account Transfer Form](#) (if transferring a new account to Siebert).
- ☐ Read and agree to the terms in the [Customer Agreement](#).

### Forms Included in this Package:

|          |                            |                              |                 |                          |                       |
|----------|----------------------------|------------------------------|-----------------|--------------------------|-----------------------|
| Form CRS | New Account<br>Application | Corporate<br>Resolution Form | W-9<br>Tax Form | Account Transfer<br>Form | Customer<br>Agreement |
|----------|----------------------------|------------------------------|-----------------|--------------------------|-----------------------|

### How to Submit your Application:

You may submit your completed and signed application package through one of the following methods:

**Email:** [Newaccounts@siebert.com](mailto:Newaccounts@siebert.com)

**Mail:** Muriel Siebert & Co., LLC.  
ATTN: NEW ACCOUNTS  
300 Vesey Street, Suite 501  
New York, NY 10282

**Phone:** (800) 872-0444

**Fax:** (212) 486-2784

Once your application has been processed, you will receive an email notification that includes your account number and online login instructions.

**If you have any questions, please contact us at 800-872-0444 or [service@siebert.com](mailto:service@siebert.com)**

MEMBER NYSE | FINRA | SIPC | EST. 1967

# Muriel Siebert & Co., LLC & Siebert Advisor NXT, LLC.

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**Muriel Siebert & Co., LLC. ("MSCO")** is a broker-dealer and its affiliate **Siebert AdvisorNXT, LLC. ("AdvisorNXT")** is an investment adviser. Both are registered with the Securities and Exchange Commission (SEC). MSCO is also a member of the Financial Industry Regulatory Authority (FINRA), the New York Stock Exchange (NYSE) and the Securities Investor Protection Corporation (SIPC).

- **Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences.** Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

## What investment services and advice can you provide me?

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We offer both brokerage and investment advisory services.

Our **brokerage services** include buying and selling securities at your direction and providing you with investment recommendations, financial tools and planning services, and investor education from time to time or at your request. We offer mutual funds, exchange traded funds (ETFs), domestic and international equities, options, fixed income securities, certificates of deposit (CDs) and structured notes, unit investment trusts, and variable annuities. Unless we separately agree in writing, we do not monitor your brokerage account and you make the ultimate decision regarding the purchase or sale of investments.

Our **advisory services** include our asset allocation services using mutual funds and exchange traded funds (ETFs) and managed portfolios from in-house and third-party investment managers. ***Depending on which program you select, our asset allocation services are either "non-discretionary" or "discretionary"—meaning that either we will recommend investments to you and you will make the ultimate decision regarding the purchase or sale of investments (non-discretionary), or we will make the ultimate investment decisions without your signoff (discretionary). The third-party managers we make available to you will invest your account on a discretionary basis using mutual funds, ETFs, and other securities.*** All of our advisory services are offered through "wrap fee programs" (as described below) and either we or the third-party manager will monitor your advisory account and investments as standard services. At AdvisorNXT this service will be provided on a weekly basis. You must meet certain investment minimums to open an advisory account. Current account minimums may be accessed through your investment professional, or at [www.siebert.com](http://www.siebert.com).

**For Additional information** regarding our broker dealer services please visit our website at [www.siebert.com](http://www.siebert.com). For our advisory services visit [www.siebert.com](http://www.siebert.com) and refer to our latest [Brochure Form ADV Part 2-A, Items 4, 5 & 7](#).

Our affiliate Park-Wilshire Insurance offers a variety of insurance products, including fixed and immediate annuities and life insurance.

**Conversation Starters.** Ask your financial professional—

- ***Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or why not?***
- ***How will you choose investments to recommend to me?***
- ***What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?***

## What fees will I pay?

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The fees you pay depend on whether you choose brokerage services, advisory services, or both.

For **brokerage services**, the principal fees and costs are transaction-based fees for recommendations and execution of securities trades. Depending on the investment product you select, these fees can include up-front commissions, as well as fees that are charged on an on-going basis for as long as you hold the investment ("trails"). If we buy a security from you or sell a security to you for our own account (as "principal"), we may mark the price up or down, which is a benefit to us. Because we are compensated for transactions, *we have an incentive to encourage you to trade more frequently and in greater amounts, and to trade with us as principal because we receive more revenue when you do so.*

You will also pay fees for custodial or administrative services, as well as fees and expenses that are included in the expense ratios of certain of your investments, including in mutual funds, ETFs, and variable annuities. **For additional information about the fees and costs for our brokerage services**, please visit [www.siebert.com](http://www.siebert.com).

For **advisory services**, the principal fees and costs are the "wrap" program fee for the program you select. These fees are "asset-based" meaning that the fee is calculated as a percentage of the assets invested in your advisory account according to the fee schedule in your advisory agreement with us. This means that the more assets you invest in your account, the more you will pay in fees, and therefore *we have an incentive to encourage you to increase your advisory account assets.* **For additional information about the fees and costs for our advisory services please refer to our Siebert AdvisorNXT, LLC., brochure Form Part 2-A, Item 4.**

The annual wrap advisory fee includes all brokerage commissions, transaction fees, and other related costs and expenses except those inherent in a particular investment vehicle. The annual investment advisory fee is prorated and charged quarterly, in advance, based upon the market value of the assets under management as of the last day of the previous quarter. AdvisorNXT may change the fee at any time by giving 30 days' prior written notice.

Investment Advisory Fees for the initial period or the first quarter of service are calculated on a pro rata basis from the inception date of the account to the end of the first quarter. If assets are deposited into or withdrawn from an account after the inception of a quarter, the fee payable with respect to such assets may be adjusted on a pro rata basis for deposits and/or withdrawals occurring within such quarter and will be calculated in accordance with the advisory agreement based on the days remaining in the quarter.

In the **AdvisorNXT Robo Management program**, you may also pay miscellaneous fees that your account's custodian may charge, including wire fees, transfer fees, and other fees. **For additional information**, please see [Siebert AdvisorNXT, LLC. Brochure Form Part 2-A Item 4](#).

***You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.***

**Conversation Starters.** Ask your financial professional—

- ***Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?***
- ***What are your legal obligations to me when providing recommendations as my broker-dealer or when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?***

When we provide you with a recommendation as your broker-dealer or act as your investment adviser, we must act in your best interest and not put our interest ahead of yours. **At the same time, the way we make money creates some conflicts with your interests.** You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide you. Here are some examples to help you understand what this means:

## Examples of Ways We Make Money and Conflicts of Interest.

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- **Proprietary Products:** We will earn higher fees, compensation, and other benefits when you invest in a product that we (or one of our affiliates) advise, manage, or sponsor, such as a mutual fund or structured CD. As such, we have an incentive to recommend (or to invest your assets in) those products over third-party products.
- **Third-Party Payments:** We receive payments from third party product sponsors and managers (or their affiliates) when we recommend or sell certain products. As such, we have an incentive to recommend (or to invest your assets in) products of third parties that pay us over products of third parties that do not pay us or pay us less.
- **Revenue Sharing:** Certain managers and sponsors (or their affiliates) share the revenue they earn when you invest in certain of their investment products (primarily mutual funds, unit investment trusts, cash sweep vehicles and variable annuities) with us. As such, we have an incentive to recommend (or to invest your assets in) products of sponsors and managers that share their revenue with us, over other products of sponsors or managers that do not share their revenue, or who share less.
- **Principal Trading:** We may buy or sell securities to you for our own account because we earn compensation (such as commission equivalents, mark-ups, mark-downs, and spreads).

**For additional information**, please refer to our [Siebert AdvisorNXT, LLC. Brochure Form ADV Part 2-A](#), Section 4 and 7.

**Conversation Starter.** Ask your financial professional—

- **How might your conflicts of interest affect me, and how will you address them?**
- **How do your financial professionals make money?**

The firm's financial professionals are principally compensated based on a percentage of the revenues that are produced by the clients they service.

In Advisory Accounts Siebert financial professionals are compensated based on the amount of client assets they service. The fee revenue generated is split between the firm and the financial professional based on a negotiated payout percentage.

In Brokerage Accounts the Firm's financial professionals are compensated based on sales commissions, as well as fees that are charged on an on-going basis for as long as you hold the investment. Also, Siebert financial professionals may buy a security from you or sell a security to you for our own account (as "principal"), and the price to you may be marked up or down. Finally, Siebert may be compensated by issuers of some financial instruments for selling their products. The revenue generated from all these activities is split between the firm and the financial professional based on a negotiated percentage.

- **Do you or your financial professionals have legal or disciplinary history?**

**Yes.** Visit [Investor.gov/CRS](https://investor.gov/CRS) or [www.brokercheck.finra.org](https://www.brokercheck.finra.org) for a free and simple search tool to research us and our financial professionals. The Firm also provides a biography of your Investment Advisor Representative when opening an Advisory account. This document includes any legal and disciplinary history.

**Conversation Starter.** Ask your financial professional—

- ***As a financial professional, do you have any disciplinary history? For what type of conduct?***

**Conversation Starter.** Ask your financial professional—

- ***Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?***

For assisted accounts, a dedicated financial representative or investment advisor representative will be assigned to you. Should your dedicated representative no longer be available or should you request another representative, another qualified professional will be assigned.

For brokerage services that are self-directed, no financial services representative will be assigned to you. Our support services will include customer service and broker assisted representatives should you have questions regarding your account.

For both assisted and self-directed accounts, you will always have access to Principals of the firm should you have concerns about your assigned professional or any other matter. Please contact us at 800-872-0444 for any needs you may have concerning Muriel Siebert, Siebert AdvisorNXT or your account.

| Account Number |
|----------------|
|                |

## CRS Attestation Form

### Return Instructions:

#### New Accounts:

Email: [service@siebert.com](mailto:service@siebert.com)  
Phone: 800.872.0444  
Fax: 212.486.2784

### 1. Account Owner Information

|                                  |            |             |           |                 |
|----------------------------------|------------|-------------|-----------|-----------------|
| Provide the Account Owner names. | First Name | Middle Name | Last Name |                 |
|                                  | Address    |             |           |                 |
|                                  | City       |             | State     | Zip/Postal Code |
|                                  | Email      |             | Phone     |                 |

### 2. Secondary Account Owner Information *If Applicable*

|                                            |            |             |           |                 |
|--------------------------------------------|------------|-------------|-----------|-----------------|
| Provide the Secondary Account Owner names. | First Name | Middle Name | Last Name |                 |
|                                            | Address    |             |           |                 |
|                                            | City       |             | State     | Zip/Postal Code |
|                                            | Email      |             | Phone     |                 |

Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

I have received and read the investment services and advice Form CRS prior to account opening and understand the information that has been provided. I authorize you to contact me for discussion and/or review of my investment decisions and positions and funds held in my account.

|                                                                                     |                     |
|-------------------------------------------------------------------------------------|---------------------|
| Signature                                                                           | Date MM - DD - YYYY |
|  |                     |

|                                                                                     |                     |
|-------------------------------------------------------------------------------------|---------------------|
| Signature                                                                           | Date MM - DD - YYYY |
|  |                     |

## 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 \_\_\_\_\_

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 and Section 3, as applicable. If an Entity is an account holder, complete the information in Section 6.

**Entity Accounts** – Go to Section 6 to complete Entity Account Information. Trustees or Authorized Individuals can be captured in the Primary Account Holder, Additional Account Holder, and/or Account Stakeholder sections. Individuals captured in these sections may or may not be account owners. Any person(s) who qualify as an entity owner or control person can be captured in the Account Stakeholder section.

*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

Age of Termination

*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 ☐ Partnership  
☐ S-Corp ☐ Sole Proprietorship  
☐ Exempt (not applicable)

Tax Classification

- ☐ 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

#### Exempt Payee Code

Exempt Payee Code

*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 *Trustee or authorized party information*

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

Refer to the eDelivery section for more information about how your email or phone number may be used.

|                                              |  |                                                                    |                  |                                                                                      |
|----------------------------------------------|--|--------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------|
| First Name                                   |  | Middle Name                                                        | Last Name        |                                                                                      |
| Date of Birth MM DD YYYY                     |  | Email                                                              |                  |                                                                                      |
| Primary Phone                                |  | Alternate Phone                                                    |                  | <input type="checkbox"/> Single/Divorced/Widowed<br><input type="checkbox"/> Married |
| <input type="checkbox"/> Mobile              |  | # of Dependents                                                    |                  |                                                                                      |
| Business Title <i>complete if applicable</i> |  |                                                                    |                  |                                                                                      |
| Taxpayer ID Number                           |  | Required                                                           |                  | Country of Citizenship                                                               |
|                                              |  | <input type="checkbox"/> SSN/ITIN <input type="checkbox"/> EIN/TIN |                  |                                                                                      |
| Type of Government-Issued ID                 |  |                                                                    | ID Number        |                                                                                      |
| State/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 a member of the board of directors, a 10% shareholder, a policy-making officer, or someone who can direct the management policies of a publicly traded company.
- ☐ 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 *Trustee or authorized party information 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   |         |
|                                 |                |                                 |         |
| Primary Phone                   |                | Alternate Phone                 |         |
| <input type="checkbox"/> Mobile |                | <input type="checkbox"/> Mobile |         |
| 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   |         |
|                                 |                |                                 |         |
| Primary Phone                   |                | Alternate Phone                 |         |
| <input type="checkbox"/> Mobile |                | <input type="checkbox"/> Mobile |         |
| 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).

Refer to the eDelivery section for more information about how your email or phone number may be used.

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

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|                |                |                 |         |
|----------------|----------------|-----------------|---------|
| 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 a member of the board of directors, a 10% shareholder, a policy-making officer, or someone who can direct the management policies of a publicly traded company.
- ☐ 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   |         |
|                                 |                |                                 |         |
| Primary Phone                   |                | Alternate Phone                 |         |
| <input type="checkbox"/> Mobile |                | <input type="checkbox"/> Mobile |         |
| 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   |         |
|                                 |                |                                 |         |
| Primary Phone                   |                | Alternate Phone                 |         |
| <input type="checkbox"/> Mobile |                | <input type="checkbox"/> Mobile |         |
| 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 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 to send proceeds by Autosweep 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 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 |
|       |

**IMPORTANT:** By signing this account application and executing the Electronic Delivery Agreement that will be emailed to you by NFS, you are consenting to receive all eligible account-related communications from your Broker-Dealer and NFS electronically. You agree that your Broker-Dealer and NFS may use your email and/or mobile number to message, call, or text you for this purpose. Message and data rates apply; frequency may vary. Consult your Broker-Dealer for more details.

**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

Provide information on any entity that is an account holder. If there is more than one entity, make a copy of this section and provide the additional entity, as needed. Be sure to provide personal information on at least one individual associated with the entity. Personal information can be provided in the Primary Account Holder, Additional Account Holder and/or Account Stakeholder sections.

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 application or supporting documents.

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

|                               |                                                                                |                              |  |
|-------------------------------|--------------------------------------------------------------------------------|------------------------------|--|
| Date of Trust                 |                                                                                | Tenants in Common Percentage |  |
|                               |                                                                                |                              |  |
| Entity/Trust Name             |                                                                                |                              |  |
|                               |                                                                                |                              |  |
| Taxpayer ID Number            | Required<br><input type="checkbox"/> SSN/ITIN <input type="checkbox"/> EIN/TIN | Country of Organization      |  |
| Type of Government-Issued ID* |                                                                                | ID Number*                   |  |
|                               |                                                                                |                              |  |
| State/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. 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/ITIN | <input type="checkbox"/> EIN/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/ITIN | <input type="checkbox"/> EIN/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 |



## 8. 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<br><input type="checkbox"/> Non-Spouse<br><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></td><td></td><td></td><td>%</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<br><input type="checkbox"/> Non-Spouse<br><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></td><td></td><td></td><td>%</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<br><input type="checkbox"/> Non-Spouse<br><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></td><td></td><td></td><td>%</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<br><input type="checkbox"/> Non-Spouse<br><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></td><td></td><td></td><td>%</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<br><input type="checkbox"/> Non-Spouse<br><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></td><td></td><td></td><td>%</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<br><input type="checkbox"/> Non-Spouse<br><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></td><td></td><td></td><td>%</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

## 8. 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 |                                      |

- ☐ 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 |                                      |

- ☐ 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 |                                      |

## 9. 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.
- Understand that if this account is an entity, any person named in Sections 2 or 3 may or may not have ownership of the account.
- 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.
- 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

- 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.

## 9. 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 Full First, Middle, Last Name |                     |
| Signature                                | Date MM - DD - YYYY |
| <b>SIGN</b> X                            |                     |

|                                          |                     |
|------------------------------------------|---------------------|
| Print Name Full First, Middle, Last Name |                     |
| Signature                                | Date MM - DD - YYYY |
| <b>SIGN</b> X                            |                     |

|                                          |                     |
|------------------------------------------|---------------------|
| Print Name Full First, Middle, Last Name |                     |
| Signature                                | Date MM - DD - YYYY |
| <b>SIGN</b> X                            |                     |

|                                          |                     |
|------------------------------------------|---------------------|
| Print Name Full First, Middle, Last Name |                     |
| Signature                                | Date MM - DD - YYYY |
| <b>SIGN</b> X                            |                     |

|                                          |                     |
|------------------------------------------|---------------------|
| Print Name Full First, Middle, Last Name |                     |
| Signature                                | Date MM - DD - YYYY |
| <b>SIGN</b> X                            |                     |

|                                          |                     |
|------------------------------------------|---------------------|
| Print Name Full First, Middle, Last Name |                     |
| Signature                                | Date MM - DD - YYYY |
| <b>SIGN</b> X                            |                     |

|                                          |                     |
|------------------------------------------|---------------------|
| Print Name Full First, Middle, Last Name |                     |
| Signature                                | Date MM - DD - YYYY |
| <b>SIGN</b> X                            |                     |

|                                          |                     |
|------------------------------------------|---------------------|
| Print Name Full First, Middle, Last Name |                     |
| Signature                                | Date MM - DD - YYYY |
| <b>SIGN</b> X                            |                     |

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

|                                          |                     |
|------------------------------------------|---------------------|
| Print Name Full First, Middle, Last Name |                     |
| Signature                                | Date MM - DD - YYYY |
| <b>SIGN</b> X                            |                     |

|                                          |                     |
|------------------------------------------|---------------------|
| Print Name Full First, Middle, Last Name |                     |
| Signature                                | Date MM - DD - YYYY |
| <b>SIGN</b> 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                                                                                                                                                                          |

# 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, 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 a 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

**Note:** NFS may modify the sources and order in which your debits are settled. Your Broker-Dealer may be authorized to exclude sources for settling debits in your account including limiting certain auto-liquidation options. Please contact your Broker-Dealer for more information.

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

**Note:** NFS may modify the sources and order in which your debits are settled. Your Broker-Dealer may be authorized to exclude sources for settling debits in your account including limiting certain auto-liquidation options. Please contact your Broker-Dealer for more information.

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

**Note:** NFS may modify the sources and order in which your debits are settled. Your Broker-Dealer may be authorized to exclude sources for settling debits in your account including limiting certain auto-liquidation options. Please contact your Broker-Dealer for more information.

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 (as described in more detail in the fund's prospectus), upon notice to NFS by the fund that a liquidity fee 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, the money market fund may not provide NFS with much, if any, advance notice of such liquidity fee. As a result, you may not be notified of such liquidity fee 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, 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.

## Government Money Market Funds

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 a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor is not required to reimburse the fund for losses, and you should not expect that the sponsor will provide financial support to the fund at any time, including during periods of market stress.

Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares.

## 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.**

## Corporate and Unincorporated Organization Resolution

Use this form to authorize an account to be opened in the name of the Corporation or Unincorporated Organization ("Company") with National Financial Services LLC ("NFS"), and identify those officers or individuals authorized by Resolution to transact business on the account.

### Helpful to Know

- Complete all applicable sections of this form.
- The authorized individuals named on this form will have the authority to act in all capacities to trade and perform account maintenance. For more information, refer to the Resolutions.

## 1. Account Information

Enter full entity name as evidenced by the relevant formation document (e.g., corporate resolution).  
\* For foreign entities ONLY.

|                                                           |                                    |                               |            |
|-----------------------------------------------------------|------------------------------------|-------------------------------|------------|
| Entity Name                                               |                                    |                               |            |
| Country of Organization                                   |                                    | Country of Tax Residency      |            |
| <input type="checkbox"/> SSN <input type="checkbox"/> TIN | Social Security/Taxpayer ID Number | Type of Government-Issued ID* | ID Number* |
| State/Country of ID Issuance*                             | ID Issuance Date*                  | ID Expiration Date*           |            |

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

### Legal Address

|                |                |                 |         |
|----------------|----------------|-----------------|---------|
| 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 |

### Type of Organization

- Check one.
- ☐ Corporation
- ☐ Unincorporated Organization

## 2. Certification *Authorizes an account to be opened in the name of the Company with NFS.*

Provide the name of President, Secretary, or other Authorized Individual. This person must also sign in the Resolution section.

|            |             |           |
|------------|-------------|-----------|
| First Name | Middle Name | Last Name |
| Title      |             |           |

I hereby certify the following:

- A. that the Company identified above is duly organized and exists under the laws of the state of \_\_\_\_\_ and has the power to take the action called for by the resolutions on this form.

|       |
|-------|
| State |
|-------|

*continued on next page*



## 2. Certification *continued*

- B. that the resolutions on this form were duly adopted by the Board of Directors or Governing Body of said Company at a meeting held on:

|      |    |    |      |
|------|----|----|------|
| Date | MM | DD | YYYY |
|      |    |    |      |

at which a quorum of said Board of Directors was present and acting throughout; that no action has been taken to rescind or amend said resolutions; and, that the same are now in full force and effect and do not conflict with the by-laws of said Company as stated in

|                                                        |
|--------------------------------------------------------|
| Name of Document under which Organization is Operating |
|                                                        |

- C. that each of the following, named individuals, has been duly elected (if applicable), is now legally holding the office set under his/her name, and that any one of them acting individually, is authorized to establish the account in the name of the Company with National Financial Services ("NFS"). Each individual is also authorized to purchase, trade, sell (including short sales in margin accounts), assign, withdraw, transfer and/or deliver any and all stocks, bonds, options, or any other assets or securities, listed or unlisted and to establish check-writing and other account-related services in the designated accounts.
- D. that the resolutions are not contrary to any provision in the charter or by-laws of this Company, and that I have been authorized to make this certification to NFS on behalf of this Company.
- E. that any information given on this account agreement is subject to verification and authorizes my Broker/Dealer and/or NFS to obtain a credit or other financial responsibility report with respect to the registered account owner as well as any individual authorized to transact business on behalf of the registered account owner. The undersigned is authorized to express the consent of such authorized individuals to obtain a report, and that such individuals have been notified of the possibility thereof. Upon written request, my Broker/Dealer will provide the name and address of the credit reporting agency used.

## 3. Authorized Entity *if any*

Provide information on any entity that is authorized on the account. If completing this section, you will be required to submit additional documentation. Ask your investment representative what documentation is needed.

### 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.

|                                                           |                                    |                                |            |
|-----------------------------------------------------------|------------------------------------|--------------------------------|------------|
| Entity Name                                               |                                    |                                |            |
| Country of Organization                                   |                                    | Country of Tax Residency       |            |
| <input type="checkbox"/> SSN <input type="checkbox"/> TIN | Social Security/Taxpayer ID Number | Type of Government-Issued ID*  | ID Number* |
| State/Country of ID Issuance*                             | ID Issuance Date* MM DD YYYY       | ID Expiration Date* MM DD YYYY |            |

### 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 |

## 4. Authorized Individual Information

**First Authorized Individual** ☐ Sole Officer *Check if applicable.*

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    |                              |           |
| Country of Citizenship                                    |                                    |                  | Country of Tax Residency     |           |
| <input type="checkbox"/> SSN <input type="checkbox"/> TIN | Social Security/Taxpayer ID Number |                  | Type of Government-Issued ID | ID Number |
| State/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 and provide information. Provide Income Source if retired or not employed.

|                                   |                                  |                                       |         |
|-----------------------------------|----------------------------------|---------------------------------------|---------|
| <input type="checkbox"/> Employed | <input type="checkbox"/> Retired | <input type="checkbox"/> Not Employed |         |
| Occupation                        | Income Source                    | Employer Name                         |         |
| Address                           |                                  |                                       |         |
| City                              | State/Province                   | Zip/Postal Code                       | Country |

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 |

## 4. Authorized Individual Information *continued*

### Second Authorized Individual

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            |                              |           |
| Country of Citizenship                                    |                                    | Country of Tax Residency |                              |           |
| <input type="checkbox"/> SSN <input type="checkbox"/> TIN | Social Security/Taxpayer ID Number |                          | Type of Government-Issued ID | ID Number |
| State/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 and provide information. Provide Income Source if retired or not employed.

|                                   |                                  |                                       |         |
|-----------------------------------|----------------------------------|---------------------------------------|---------|
| <input type="checkbox"/> Employed | <input type="checkbox"/> Retired | <input type="checkbox"/> Not Employed |         |
| Occupation                        | Income Source                    | Employer Name                         |         |
| Address                           |                                  |                                       |         |
| City                              | State/Province                   | Zip/Postal Code                       | Country |

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 |

## 4. Authorized Individual Information *continued*

### Third Authorized Individual

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    |                              |           |
| Country of Citizenship                                    |                                    |                  | Country of Tax Residency     |           |
| <input type="checkbox"/> SSN <input type="checkbox"/> TIN | Social Security/Taxpayer ID Number |                  | Type of Government-Issued ID | ID Number |
| State/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 and provide information. Provide Income Source if retired or not employed.

|                                   |                                  |                                       |         |
|-----------------------------------|----------------------------------|---------------------------------------|---------|
| <input type="checkbox"/> Employed | <input type="checkbox"/> Retired | <input type="checkbox"/> Not Employed |         |
| Occupation                        | Income Source                    | Employer Name                         |         |
| Address                           |                                  |                                       |         |
| City                              | State/Province                   | Zip/Postal Code                       | Country |

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 |

## 5. Resolutions

**Customer Identification Program Notice:** To help the government fight financial crimes, Federal regulation requires your Broker/Dealer 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, the Clearing Firm or your Broker/Dealer may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires your Broker/Dealer 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 the Clearing Firm or your Broker/Dealer cannot obtain and verify this information. The Broker/Dealer or the Clearing Firm 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.

**Certified copy of certain resolutions adopted by the board of directors or governing body or the members whereby the establishment and maintenance of trading accounts has been authorized. Resolved:**

**First:** That the individuals listed in Section 4 of this form are, and each of them hereby is, authorized on behalf of this Company to establish and maintain one or more accounts which may be margin accounts with the Broker/Dealer and National Financial Services "NFS." The account(s) will be used for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short sales in margin accounts), possessing, transferring, exchanging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities including, but not limited to, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, certificates of deposit, mortgages, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or transaction, deemed by any of the officers and/or agents to be proper in connection with, is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to NFS with respect to transactions.

The "authorized individuals" named in Section 4 are authorized to borrow money and securities and to borrow such money and securities from or through NFS and to secure repayment thereof with the property of the Company.

The authorized individuals may bind and obligate the Company to and for the carrying out of any contract, arrangement, or transaction, which is entered into by any officer and/or agent for and on behalf of the Company with or through NFS. The authorized individuals may pay by checks, and/or drafts drawn on the funds of the Company such sums as may be necessary in connection with any of the said accounts.

The authorized individuals may deliver securities and contracts to NFS and deliver securities to and deposit funds with NFS.

The authorized individuals may order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities, to any name selected by any of the said officers or agents, affix the corporate seal to any documents or securities to any name selected by any of the said officers or agents and affix the corporate seal to any documents or agreements, or otherwise to endorse any securities and/or contracts in order to pass title.

The authorized individuals may direct the sale or exercise any rights with respect to any securities and sign for the Company all releases, powers of attorney, trading authorizations, Margin Agreements, Options Contracts and/or other documents in connection with any such account, and to agree to any terms or conditions to control any account.

The authorized individuals may direct NFS to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee.

The authorized individuals may accept delivery of any securities and appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do.

**Second:** That NFS may deal with all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Company directly.

**Third:** That the Secretary of the Company is hereby authorized, empowered and directed to certify, under the seal of the Company, or otherwise, to NFS:

A. A true copy of these resolutions

B. Specimen signatures of each and every person by these resolutions empowered

C. A certificate (which, if required by NFS, shall be supported by an opinion of the general counsel of the Company, or other counsel satisfactory to NFS) that the Company exists, that its charter empowers it to transact the business by these resolutions, and that no limitation has been imposed upon such powers by the by-laws or otherwise.

**Fourth:** That NFS may rely upon any certification within these resolutions, NFS receives written notice of a change in or rescission of authority, no other form of notice is acceptable, nor shall the fact that any individual previously authorized ceases to be an officer of the Company or becomes an officer under some other title, in any way affect the powers hereby conferred. The failure to supply NFS with written notification of changes does not invalidate any transaction if the transaction is in accordance with authority actually granted.

**Fifth:** That in the event of any change in the office or powers of persons empowered, the Secretary shall notify changes to NFS in writing. When received, NFS will terminate the powers of the persons previously authorized, and to empower the persons taking the place of the previous persons.

**Sixth:** That the foregoing resolutions and the certificates furnished to NFS by the Secretary of the Company are made irrevocable until written notice of the revocation has been received by NFS.

**Seventh:** That the Company and its officers indemnify and hold NFS harmless from any claim, loss, expense or other liability for effecting any transactions and acting upon any instructions given by the officers or Secretary of the Company.

**Make sure to sign the next page and return all pages to your Broker/Dealer.**

*continued on next page*

## 5. Resolutions *continued*

### Signature for Corporation and Unincorporated Organization

This certification must be signed by the President, Secretary or other authorized individual named in the Certification section. The individual signing below certifies that the information provided on this form is true, accurate, and complete.

|                                                           |                            |
|-----------------------------------------------------------|----------------------------|
| Print Authorized Individual Name <i>First, M.I., Last</i> |                            |
| Authorized Individual Signature                           | Date <i>MM - DD - YYYY</i> |
| <b>SIGN</b> ▶                                             | ▶                          |

### For Correspondent Use Only

I \_\_\_\_\_, authorized individual for the Broker/Dealer, have reviewed the foregoing and hereby certify to NFS that (i) Broker/Dealer has performed the required due diligence of the account documentation pursuant to Broker/Dealer's obligation as set forth in the clearing agreement between NFS and Broker/Dealer; and (ii) nothing in this Corporate and Unincorporated Resolution conflicts with the applicable business certification document..

|                                                   |               |                            |
|---------------------------------------------------|---------------|----------------------------|
| Authorized Individual Signature for Broker/Dealer | Broker/Dealer | Date <i>MM - DD - YYYY</i> |
|                                                   |               |                            |

## Transfer of Assets Instructions

Use this form to authorize the transfer of assets, currently at another firm, to your brokerage account held at National Financial Services LLC ("NFS").

### Helpful to Know

- **Do NOT use this form to:**
  - convert an IRA to a Roth IRA.
  - roll over from a 401(k), 403(b) or other workplace plan.
  - transfer from a nonretirement checking account.
  - transfer from one account to another account at your Broker/Dealer.
- If you are transferring a 529 Plan account, the registration type must be exactly the same on the delivering account and the receiving account.
- Use one form for each account you're transferring.
- Transfers can create legal issues (especially around beneficiaries and form of ownership) as well as tax issues and financial risks. Consult the appropriate professionals before making a transfer.
- If you are requesting to transfer a traditional IRA or rollover IRA that may differ from the receiving IRA you maintain at NFS, you hereby authorize NFS to combine your IRA assets and you acknowledge this could limit your options for reinvesting your rollover IRA assets in an employer-sponsored plan in the future.
- **Avoid delays! Attach all pages of a recent account statement!**

### 1. Receiving Account Information

List ALL names EXACTLY as they appear on this account. Check the appropriate box for the type of brokerage account held at National Financial Services. All account owners of this account must sign the form in Section 4.

### 2. Account Being Transferred

List ALL names EXACTLY as they appear on this account. Check the appropriate box for the type of brokerage account held at National Financial Services. If you are transferring a Qualified Plan, the options under the Premiere Select Retirement Plan include Profit Sharing and Money Purchase plans. All account owners of this account must sign the form in Section 4.

### 3. Transfer Instructions

#### A. Brokerage or Trust Company Transfer

If you are transferring an entire account that has margin and options trading privileges, you must also apply for options or margin to transfer positions that require options or margin.

#### B. Mutual Fund Company Transfer

Provide all fund account numbers if they are different than the account number provided in Section 2.

Certain proprietary mutual funds may not be eligible for in-kind transfers and must be liquidated.

For 529 Plans, In Kind is the only transfer option. Not all Mutual Funds may be eligible for transfer.

#### C. Bank or Credit Union Transfer

Do NOT use this form to transfer a nonretirement bank checking account. If you are liquidating a CD at maturity, submit your request at least 21 days, but no more than 60 days, before maturity, to ensure that we can process your request.

Do NOT use this section for 529 Plan transfers.

#### D. Annuity Transfer

Contact the annuity firm or your Broker/Dealer for additional requirements before you submit this form.

#### E. Transfer Agent Transfer

Complete this section to transfer shares held electronically with the transfer agent. Certificated shares are not eligible for transfer. Contact your Broker/Dealer for deposit instructions.

### 4. Signatures and Dates

All owners of BOTH accounts must sign and date in the signature section. If an owner's name appears differently on different accounts, that owner must sign both ways.

#### Registration Differences Requirements

If there is ANY difference in the owner name(s) or account type between Section 1 and Section 2, you must take the following steps:

**Nonretirement Accounts:** If the difference(s) between your Section 1 and Section 2 information are listed below, attach any documents indicated. If the difference is not listed, contact your Broker/Dealer for instructions BEFORE you submit this form. In either case, all owners must sign this form in Section 4, and read the Account Owner Terms and Conditions.

**Retirement & 529 Plan Accounts:** Contact your Broker/Dealer for instructions BEFORE you submit this form.

#### Examples of Registration Differences

| Differences between Accounts                    | Documents to Attach          |
|-------------------------------------------------|------------------------------|
| Last name changed                               | Marriage/divorce certificat  |
| First/middle name changed or listed differently | Letter explaining difference |
| One account is joint, the other is individual   | None                         |
| Different trustee(s) listed                     | Updated trust document       |

Transaction ID

Clearing through National Financial Services  
LLC ("NFS"): Clearing # 0226

# Transfer of Assets

Use this form to authorize the transfer of assets, currently at another firm, to your brokerage account held at National Financial Services LLC ("NFS"). Refer to the instructions page at the end of this form for more information.

## 1. Receiving Account Information

|                                            |                                                                                                          |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Account Number                             |                                                                                                          |
| Account Owner/Trust/Entity Name            |                                                                                                          |
| Social Security Number/Taxpayer ID Number  |                                                                                                          |
| Additional Account Owner/Trust/Entity Name |                                                                                                          |
| Social Security Number/Taxpayer ID Number  | <input type="checkbox"/> 529 Plan Check if the account is a 529 and indicate the 529 Account Type below. |

**Receiving Account Type** Check one.**Nonretirement Accounts**

- ☐ Individual  
☐ Joint  
☐ Trust  
☐ Corp/Business  
☐ UGMA / UTMA  
☐ Estate  
☐ Other \_\_\_\_\_

**Retirement Accounts**

- ☐ Traditional, SEP, or Rollover IRA  
☐ Roth IRA  
☐ SIMPLE IRA  
☐ Beneficiary IR  
☐ Roth Beneficiary IR  
☐ Qualified Plan

## 2. Account Being Transferred

|                                    |            |                       |
|------------------------------------|------------|-----------------------|
| Account Number                     | DTC Number |                       |
| Account Owner/Trust/Entity Name(s) |            |                       |
| Delivering Firm Name               |            |                       |
| Address                            | City       |                       |
| State                              | Zip Code   | Delivering Firm Phone |

**Delivering Account Type** Check one.**Nonretirement Accounts**

- ☐ Individual  
☐ Joint  
☐ Trust  
☐ Corp/Business  
☐ UGMA / UTMA  
☐ Estate  
☐ Other \_\_\_\_\_

**Retirement Accounts**

- ☐ Traditional, SEP, or Rollover IRA  
☐ Roth IRA  
☐ SIMPLE IRA  
☐ Beneficiary IR  
☐ Roth Beneficiary IR  
☐ Qualified Plan\*

\* Qualified Plan options offered under the Premiere Select Retirement Plan include Profit Sharing and Money Purchase plans.

## 3. Transfer Instructions Complete A, B, C, D, or E.

If you do not instruct us otherwise, we will default to transfer in kind all eligible positions in the account. Money market mutual funds may be liquidated. **National Financial Services LLC is NOT responsible for market fluctuation on requests with written liquidation instructions.** Complete a separate Additional Assets Schedule if you need to list more securities.

- ☐ All or some of the assets are Alternative Investments and a completed Alternative Investment Addendum and Custody Agreement is on file. **Note:** Some alternative investments may be restricted to certain account registrations.

### A. Brokerage or Trust Company Transfer

**Brokerage account transfers are in kind; liquidate assets at current firm prior to submitting this form if you wish to have assets transferred in cash.** For Annuities, complete Section 3.D.

- ☐ 1. Transfer the entire account, In Kind. Skip to Section 4.  
☐ 2. Transfer only part of my account In Kind, as detailed below:

|                         |                      |
|-------------------------|----------------------|
| Security Name or Symbol | # of Shares or "All" |
| Security Name or Symbol | # of Shares or "All" |
| Security Name or Symbol | # of Shares or "All" |

### B. Mutual Fund Company Transfer

|                                     |                      |
|-------------------------------------|----------------------|
| Fund Name/Symbol and Account Number | # of Shares or "All" |
|-------------------------------------|----------------------|

- ☐ In Kind\* ☐ Liquidate

|                                     |                      |
|-------------------------------------|----------------------|
| Fund Name/Symbol and Account Number | # of Shares or "All" |
|-------------------------------------|----------------------|

- ☐ In Kind\* ☐ Liquidate

|                                     |                      |
|-------------------------------------|----------------------|
| Fund Name/Symbol and Account Number | # of Shares or "All" |
|-------------------------------------|----------------------|

- ☐ In Kind\* ☐ Liquidate

\* For 529 Plans, In Kind is the only option.

### C. Bank or Credit Union Transfer Do NOT use this form to transfer a nonretirement bank checking account.

- ☐ 1. Transfer cash only. All cash will be transferred unless you indicate a different amount to transfer here:

|                      |
|----------------------|
| Cash Transfer Amount |
| \$ _____             |

- ☐ 2. Liquidate CD immediately and send cash.  
You may be charged a penalty for early withdrawal.  
☐ 3. Liquidate CD at maturity and send cash.

|                             |
|-----------------------------|
| CD Maturity Date MM DD YYYY |
| _____                       |

The request must be submitted at least 21 days before maturity, and no more than 60 days before maturity.



### 3. Transfer Instructions *continued*

#### D. Annuity Transfer

All annuities must be surrendered (cashed in), which could mean tax implications, penalties, fees, and loss of product features.

- ☐ 1. Full Annuity Surrender *Transfer the entire amount in cash immediately.*
- ☐ 2. Penalty-Free Surrender *Transfer ONLY the penalty-free portion. If the penalty-free portion is the full balance, transfer the full balance.*
- ☐ 3. Partial Annuity Surrender *Transfer the following cash amount:*

| Cash Amount             |
|-------------------------|
| \$ <input type="text"/> |

#### E. Transfer Agent Transfer

| Security Symbol or Name |
|-------------------------|
| <input type="text"/>    |

- ☐ 1. Transfer all whole shares and sell fractions.
- ☐ 2. Transfer all whole shares only.
- ☐ 3. Transfer all whole shares, sell fractions, and close account.
- ☐ 4. Partial transfer of the following number of eligible whole shares:

| Number of Shares     |
|----------------------|
| <input type="text"/> |

### 4. Signatures and Dates *All owners of both accounts must sign this form.*

By signing below, you:

- Direct NFS and the Delivering Firm ("Delivering Firm") to act on all instructions given on this form, including transferring assets to NFS.
- Affirm that you are aware of any tax or financial implications that may arise in connection with this transfer or with the sale or liquidation of any assets prior to transfer, including penalties, fees, financial losses, or losses of product features or benefits.
- Accept that any assets not readily transferable might not be transferred within the time frames set by FINRA or other applicable authorities.
- Authorize the Delivering Firm to sell any non-transferable money fund shares, and any shares of other mutual funds that you have requested be sold, and transfer the proceeds as cash.

- Authorize the Delivering Firm to contact you about any assets that cannot be transferred.
- Authorize the Delivering Firm to deduct from your account any fees that you owe, and, if necessary, to sell assets in your account to pay those fees.
- Authorize the Delivering Firm to cancel any open orders on your account when it receives this form.
- Affirm that you have destroyed or returned any credit/debit cards and unused checks associated with your account at the Delivering Firm, if closing that account.
- 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.

- Instruct the Delivering Firm to transfer any physical certificates in good deliverable form, including any necessary tax waivers.

#### Retirement Accounts

- Affirm, if you are 72 or older, this transfer will not violate IRS rules on required minimum distributions.
- Understand that if you are transferring to a Beneficiary Distribution Account ("BDA"), you accept full responsibility for complying with all inherited IRA transfer requirements.
- Understand that if you are transferring a SIMPLE IRA, you accept that the Date of First Participation will be the date that contributions are first deposited to your Premier Select SIMPLE IRA by your employer, unless you provide a Date of First Participation.

IF YOU ARE TRANSFERRING AN ACCOUNT WITH DIFFERENT OWNERSHIP OR REGISTRATION THAN YOUR NFS ACCOUNT, ALL OWNERS OF BOTH ACCOUNTS MUST SIGN BELOW.

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

MEDELLION SIGNATURE GUARANTEE

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

MEDELLION SIGNATURE GUARANTEE

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

MEDELLION SIGNATURE GUARANTEE

#### For Custodian/Trustee Use Only: Letter of Acceptance

Fidelity Management Trust Company (FMTC)

Fidelity Personal Trust Company (FPTC)

**OR** ☐

Specify

accepts appointment as successor custodian/trustee for the retirement or health savings account referenced herein. Transfer the account as instructed on this form, on a trustee-to-trustee basis, to the appropriate successor custodian/trustee, c/o National Financial Services LLC (NFS). NFS is an agent for FMTC and FPTC.

|                                              |                      |                            |
|----------------------------------------------|----------------------|----------------------------|
| Successor/Custodian/Trustee's Representative | Signature            | Date <i>MM - DD - YYYY</i> |
| <input type="text"/>                         | <input type="text"/> | <input type="text"/>       |

Provide all pages of the signed Transfer of Assets form and all pages of your most recent statement to your Broker/Dealer.

National Financial Services LLC, Member NYSE, SIPC

1.747272.113 - 414980.12.0 (02/20)

# Transfer of Assets – Additional Assets Schedule

Use this form in conjunction with the Transfer of Assets form to list additional assets to be transferred to your National Financial Services, LLC ("NFS") account. Type on screen or print out and fill in using CAPS letters and black ink. If you need more room for information, use a copy of the relevant page.

|                      |                                |
|----------------------|--------------------------------|
| Delivering Firm Name | Delivering Firm Account Number |
| Receiving Firm Name  | Receiving Account Number       |

## 1. Brokerage or Trust Company Transfer *Additional assets*

Complete to continue the list of assets from Section 3.A, Brokerage or Trust Company Transfer, on the Transfer of Assets form. **These assets will be transferred In Kind.**

|                         |                      |                         |                      |
|-------------------------|----------------------|-------------------------|----------------------|
| Security Name or Symbol | # of Shares or "All" | Security Name or Symbol | # of Shares or "All" |
| Security Name or Symbol | # of Shares or "All" | Security Name or Symbol | # of Shares or "All" |
| Security Name or Symbol | # of Shares or "All" | Security Name or Symbol | # of Shares or "All" |
| Security Name or Symbol | # of Shares or "All" | Security Name or Symbol | # of Shares or "All" |
| Security Name or Symbol | # of Shares or "All" | Security Name or Symbol | # of Shares or "All" |
| Security Name or Symbol | # of Shares or "All" | Security Name or Symbol | # of Shares or "All" |
| Security Name or Symbol | # of Shares or "All" | Security Name or Symbol | # of Shares or "All" |

## 2. Mutual Fund Company Transfer *Additional assets*

Complete Section 2 to continue the list of assets from Section 3.B, Mutual Fund Company Transfer, on the Transfer of Assets form.

|                                                                      |                      |                                                                      |                      |
|----------------------------------------------------------------------|----------------------|----------------------------------------------------------------------|----------------------|
| Fund Name/Symbol and Account Number                                  | # of Shares or "All" | Fund Name/Symbol and Account Number                                  | # of Shares or "All" |
| <input type="checkbox"/> In Kind* <input type="checkbox"/> Liquidate |                      | <input type="checkbox"/> In Kind* <input type="checkbox"/> Liquidate |                      |
| Fund Name/Symbol and Account Number                                  | # of Shares or "All" | Fund Name/Symbol and Account Number                                  | # of Shares or "All" |
| <input type="checkbox"/> In Kind* <input type="checkbox"/> Liquidate |                      | <input type="checkbox"/> In Kind* <input type="checkbox"/> Liquidate |                      |
| Fund Name/Symbol and Account Number                                  | # of Shares or "All" | Fund Name/Symbol and Account Number                                  | # of Shares or "All" |
| <input type="checkbox"/> In Kind* <input type="checkbox"/> Liquidate |                      | <input type="checkbox"/> In Kind* <input type="checkbox"/> Liquidate |                      |
| Fund Name/Symbol and Account Number                                  | # of Shares or "All" | Fund Name/Symbol and Account Number                                  | # of Shares or "All" |
| <input type="checkbox"/> In Kind* <input type="checkbox"/> Liquidate |                      | <input type="checkbox"/> In Kind* <input type="checkbox"/> Liquidate |                      |
| Fund Name/Symbol and Account Number                                  | # of Shares or "All" | Fund Name/Symbol and Account Number                                  | # of Shares or "All" |
| <input type="checkbox"/> In Kind* <input type="checkbox"/> Liquidate |                      | <input type="checkbox"/> In Kind* <input type="checkbox"/> Liquidate |                      |

\*For 529 Plans, In Kind is the only option.

# 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 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'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
- 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.

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 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

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### 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

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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 versus any of your debit obligations and may be held as a net free credit balance (the "Intra-day Free Credit Balance"). If you utilize a money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by such 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 your core account, where it is handled as described in this Agreement, except as otherwise noted therein. If you utilize an option other than a money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by such activity occurring prior to Fidelity's nightly processing cycle is automatically swept into your core account, where it is handled as described in this Agreement, except as otherwise noted herein.

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") and your net free credit amounts will be included in the next core sweep.

If you utilize a Fidelity money market mutual fund as your core position, 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. This sweep 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.

Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to you on demand by Fidelity. Subject to applicable law, Fidelity may use these free credit balances in connection with its business. Fidelity may, but is not required to, pay 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 Fidelity's sole discretion.

Interest paid on a 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 six 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.

### **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 Fidelity 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 money market fund as your core position and there are debits in your account generated by such 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) your debits will be settled using the following sources, in this order:

1. any Intra-Day Free Credit Balances,
2. the core account,
3. 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

If you utilize an option other than a money market fund as your core position, and there are debits in your account generated by such activity occurring prior to NFS' nightly processing cycle your debits will be settled using the following sources, in this order:

1. any Intra-Day Free Credit Balances,
2. the core account,
3. 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. (If you want to opt out of this source, please contact your Broker/Dealer),
4. if you have a margin account, any margin surplus available, which will increase your margin balance

If you utilize Fidelity money market mutual fund as your core position, there will be an additional automatic sweep early in the morning prior to the start of business on each business day, and 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 the core account.

In addition to the foregoing, Fidelity may turn to the following sources to satisfy a debit balance in your account:

- 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

In the event you hold a money market mutual fund in 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, NFS will remove the impacted fund from your core account and you will hold that fund as a non-core position in your account. Any future core transaction sweeps to the impacted money market mutual fund will cease and amounts in your account awaiting reinvestment will be held in a free credit balance as described in this agreement. The cash available and running collected balance in your account will be reduced by the amount of the value of the impacted money market mutual fund if the fund had been included in the cash available and running collected balance. 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. NFS and/or your Broker/Dealer will help facilitate the selection of a different core account.

In the event you hold a money market mutual 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 mutual 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 mutual fund held in your account imposes a liquidity fee or redemption gate, the money market mutual 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'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 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

At our option, we 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.

## 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's 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.**