# siebert.

# **Transfer on Death**

# New Account Package

Account	Requirem	ents:
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☐ Complete a New Account Application.	
$\square$ Complete an <u>Account Transfer Form</u> (if transferring a new account to Siebert).	
☐ Read and agree to the terms in the <u>Customer Agreement</u> .	

## Forms Included in this Package:

Form CRS	New Account	Account Transfer Form	Customer
	Application	FOIIII	Agreement

## **How to Submit your Application:**

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

Mail: Newaccounts@siebert.com
 Mail: Muriel Siebert & Co., LLC.
 ATTN: NEW ACCOUNTS
 300 Vessey Street, Suite 501

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.

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

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 <a href="Investor.gov/CRS">Investor.gov/CRS</a>,
which also provides educational materials about broker-dealers, investment advisers, and investing.

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

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.

**For Additional information** regarding our broker dealer services please visit our website at <u>www.siebert.com</u>. For our advisory services visit <u>www.siebert.com</u> and refer to our latest <u>Brochure Form ADV Part 2-A, Items 4, 5 & 7</u>.

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?

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 <a href="https://www.siebert.com">www.siebert.com</a>.

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 <u>Siebert AdvisorNXT</u>, 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.**

- 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 thirdparty 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 <u>Investor.gov/CRS</u> or <u>www.brokercheck.finra.org</u> 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.



Phone: 800.872.0444 | Fax: 212.486.2784

Account	Number			

# **CRS Attestation Form**

#### **Return Instructions:**

**New Accounts:** 

Email: service@siebert.com Phone: 800.872.0444 Fax: 212.486.2784

## 1. Account Owner Information

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

## 2. Secondary Account Owner Information If Applicable

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

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 <a href="Investor.gov/CRS">Investor.gov/CRS</a>, 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-Y	YYY
Signature	Date MM - DD - Y	YYY

Email: newaccounts@siebert.com Phone: 800.872.0444 | Fax: 212.486.2784

# **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? No Yes				
Is this a Managed Account?	No Yes			

1. Account Se	<b>etup</b> Choose only ONE	account type.	Number of Accou	nt Holders				
You must indicate an acco	unt type (either personal or entit	ty). Types of ownership are go	overned by the laws of yo	ur state of residence.				
	Personal Accounts Go to Sect	Personal Accounts Go to Section 2 to complete Primary Account Holder information.						
Additional paperwork is required for estate or entity accounts.	☐ Individual  Transfer on Death: ☐ TOD – Individual ☐ TOD – Joint Tenants with Rights of Survivorship ☐ TOD – Joint Tenants in Ent  Estate: ☐ Administrator ☐ Executor ☐ Personal Representative	Joint:  Tenants with Rights Survivorship Tenants in Common Tenants in Entirety Community Proper Usufruct	Indicate where gift/tr Default: state where a Indicate age of termi Default: Age under a	ansfer was made. account is registered. nation. pplicable state y gift unless nelow with an age				
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).	Entity Accounts Go to Section  If there are any persons who quadcount Stakeholder section.  Corporation taxed as:  C-Corp S-Corp Exempt (not applicable)	,	ontrol person, their inform	ation can be captured in the  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 exercise Refer to	ntity qualifies for one of the 1 the last page of this applicati	13 exempt payee codes, ρ ion for a description of th	provide the code here. e 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.

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Tenants in Common	Percentag
	%

## 2. Primary Account Holder

Middle Name First Name Last Name Enter full name as evidenced by a government-issued Date of Birth MM DD YYYY Email unexpired document (e.g., driver's license, passport, permanent resident card). Primary Phone Alternate Phone # of Dependents Single/Divorced/Widowed Refer to the eDelivery ☐ Mobile ■ Married section for more information about how Business Title complete if applicable your email or phone number may be used. Taxpayer ID Number Required Country of Citizenship ☐ SSN/ITIN ☐ EIN/TIN ID Number Type of Government-Issued ID ID Expiration Date State/Country of ID Issuance ID Issuance Date Legal Address Address Line 1 Address Line 2 Cannot be a P.O. Box or Mail Drop. State/Province Zip/Postal Code Country **Mailing Address** ☐ Same as Legal Address Complete only if Address Line 1 Address Line 2 different from Legal Address above. State/Province Zip/Postal Code Income Source, Affiliations, and Associations Industry regulations require us to ask for this information. Retired ☐ Not Employed Check one. Provide Income Source if Income Source Occupation Employer Name retired or not employed. Address Line 1 Address Line 2 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.  $\square$  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

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# 2. Primary Account Holder continued

Check all that apply and provide information.	You are, or an immediate fam You are, your spouse, or any of home (at the same address), officer or can direct corporate provide the information below	of your relati is a membe managem	tives (including r of the board o	parents, in-laws and/o of directors, is a 10% sl	r dependen hareholder,	or is a policy-making	
	Company Name				CUSIP or	Symbol	
	Check this box if any of these seed the Regulatory Authority ("FINRA" are a child who resides in the set of an associated person who he support to you and has contro regulatory organization ("SRO" Same as employer above.	') member f same house las control c l over your a ") or a muni	irm ("associated hold or is finand over your accoul account, or you cipal securities	d person"), you are the cially dependent on the nt or an associated per are affiliated with or er dealer.	spouse of a associated son materia	n associated person, you person, you are related lly contributes financial	
	Company Name						
	Address Line 1			Address Line 2			
	City		State/Province	Zip/Postal Code		Country	
	Primary Trusted Contact Optional						
If your Broker-Dealer has	First Name	Mid	ldle Name	Last Name			
questions or concerns about your health or							
welfare due to potential diminished capacity, financial exploitation or	Email	•		Relationship to Account Own	ier		
abuse, endangerment	Primary Phone			Alternate Phone			
and/or neglect, your Broker-Dealer may contact	☐ Mobile					☐ Mobile	
the person(s) you name as trusted contact. They will have no ability to transact	Attention						
on the account.	Address Line 1			Address Line 2			
	City		State/Province	Zip/Postal Code		Country	
	Alternate Trusted Contact Option	onal					
	First Name	Mid	dle Name	Last Name			
	Email			Relationship to Account Owner			
	Lindii		Relationship to Account Owner				
	Primary Phone			Alternate Phone			
	☐ Mobile					☐ Mobile	
	Attention						
	Address Line 1			Address Line 2			
	City		State/Province	Zip/Postal Code		Country	

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Tenants in	Common	Percentage
		%

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

Enter full name as evidenced by a	First Name	N	Middle Name	Last Name			
government-issued	D. (Did mass	le u					
unexpired document (e.g., driver's license, passport,	Date of Birth MM DD YYYY	Email					
permanent resident card).	Primary Phone		Alternate Phone		T	12	k - ( D   t -
Refer to the eDelivery	Primary Phone				I —	ced/Widowed	of Dependents
section for more information about how		☐ Mobil	е		_	L	
your email or phone	Business Title complete if applicable						
number may be used.							
	Taxpayer ID Number		Required		Country of Citizen	nship	
			☐ SSN/ITIN	☐ EIN/TIN			
	Type of Government-Issued ID			D Number			
	State/Country of ID Issuance		ID Issuance Date		ID Expiration Date	e	
	Legal Address						
Cannot be a P.O. Box	Address Line 1			Address Line 2			
or Mail Drop.							
	City		State/Province	Zip/Postal Code		Country	
	Mailing Address						
	Same as Legal Address						
Complete only if	Address Line 1			Address Line 2			
different from Legal Address above.							
ridaress above.	City		State/Province	Zip/Postal Code		Country	
	Income Source, Affiliations,	and Assoc	iations Industry r	egulations requir	e us to ask for this	information.	
Check one.	☐ Employed	Retired	d	☐ Not Emplo	yed		
Provide Income Source if	Occupation	Inc	come Source		Employer Name		
retired or not employed.							
	Address Line 1	l l		Address Line 2			
	City		State/Province	Zip/Postal Code		Country	
Check all that apply.	You are an accredited inve	estor as de	fined in Rule 501	(a) of the Securitie	es Act of 1933		
11.7	☐ You are associated with a					ealer that will h	old this
	account.  You are a member of the				y-making officer, c	or someone who	can direct
	the management policies  You are employed by or a	•	-	-	this account as	dofinad in Cart	on 3(a)(19)
	of the Securities Exchang	e Act of 19	34.		a uno account, do (	aennea III 3eCli	on 3(a)(10)
	☐ You are associated with a	U.S. Regist	tered Investment	Advisor.			

continued on next page

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## 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			С	CUSIP or	Symbol				
	Check this box if any of these scena Regulatory Authority ("FINRA") mer are a child who resides in the same to an associated person who has cosupport to you and has control over regulatory organization ("SRO") or a Same as employer above. If did	mber fi housel ontrol c r your a a muni	irm ("associated hold or is finand over your accoul account, or you cipal securities	d person"), you are the spous ially dependent on the associated person mare affiliated with or employ dealer.	se of a ciated naterial	n associated person, you person, you are related lly contributes financial				
	Company Name									
	Address Line 1			Address Line 2						
	City		State/Province	Zip/Postal Code		Country				
	Primary Trusted Contact Optional									
If your Broker-Dealer has	First Name	Mid	dle Name	Last Name						
questions or concerns about your health or										
welfare due to potential diminished capacity, financial exploitation or	Email			Relationship to Account Owner						
abuse, endangerment	Primary Phone		Alternate Phone							
and/or neglect, your Broker-Dealer may contact			☐ Mobile			☐ Mobile				
the person(s) you name as trusted contact. They will have no ability to transact	Attention									
on the account.	Address Line 1			Address Line 2						
	City		State/Province	Zip/Postal Code		Country				
	Alternate Trusted Contact Optional									
	First Name	Mid	dle Name	Last Name						
	Email			Relationship to Account Owner						
				Alternate Phone						
	Primary Phone  Mobile			Alternate Phone  Mobile						
	Attention									
	Address Line 1			Address Line 2						
	City		State/Province	Zip/Postal Code		Country				

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## 4. Suitability

Financial Position Choose th	ne range that best describes your	situation or provide th	e dollar amount	i.		
Annual Income From all sources	Estimated Net Worth Excluding primary residence	Investable/Lique		Federal Tax Brad		ccount Funding Source heck all that apply.
\$0-\$25,000 \$25,000-\$50,000 \$50,000-\$100,000 Over \$100,000	\$0-\$50,000 \$50,000-\$100,000 \$100,000-\$500,000 Over \$500,000	\$0-\$50,000 \$50,000-\$10 \$100,000-\$5 Over \$500,00	00,000	☐ 0%–15% ☐ 21%–27½% ☐ Over 27½%		Asset appreciation Business revenue Inheritance Legal/insurance settlement
Annual Expenses Recurring	Special Expenses Future and non-recurring	Timeframe Required for Spec	cial Expenses			Sale of assets Savings from earnings
\$0-\$50,000 \$50,000-\$100,000 \$100,000-\$250,000 \$250,000-\$500,000 Over \$500,000	\$0-\$50,000 \$50,000-\$100,000 \$100,000-\$250,000 Over \$250,000	Within 2 year  3-5 years  6-10 years	'		C	Other
Investment Profile						
Investment Purpose	Investment Objectiv	res	Risk Tolera	ance	General I	nvestment Knowledge
Save for education Save for retirement Save for short-term goal(s) Generate income Accumulate wealth Preserve wealth Market speculation Other Other	Rank your investment o account in order of imp the highest). Review the Agreement for importal investment objectives. Supplicable objectives (convestment professional preservation of convestment professional preservation of convestment professional preservation of convestment professional preservation of convestment professional preservation of converting professional professiona	ortance (1 being a trace (1 being a trached Customer it information on Select only the onsult with your for more information). apital	Modera Modera Aggress Combin Investmen Near Te Very Sh Short Interme Long	ately Conservative to the stely Aggressive sive thation:	Limited Good Extens	
Product Knowledge Investment Product Knowle	edge					
Check either None, Limited,	Good, or Extensive based o		f the following Number of Ye		number of ye Transactions	·
Stocks				0–5	6-	–15 Over 15
Bonds				0-5		-15 Over 15
Short Term				0–5		–15 Over 15
Mutual Funds				0–5		–15 Over 15
Options				0–5	6-	–15 Over 15
Limited Partnerships				0–5	6-	–15 Over 15
Variable Contracts				□ 0–5	□ 6-	–15 Over 15
Futures			<u> </u>	□ 0–5	<u> </u>	–15 Over 15
Annuities				□ 0–5	<u> </u>	–15 Over 15
Alternative Investments				□ 0–5	<u> </u>	–15 Over 15
Margin				0–5	□ 6-	–15 Over 15
Foreign Currency				0–5	□ 6-	–15 Over 15
Foreign Securities				0–5	6	–15 Over 15
Life Insurance				0-5		–15 Over 15
Other		1 1		□ 0.5		_15 Over 15

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4. Suitability	ontinued							
Additional Suitability Info	rmation							
Decision-Making Experient Check all that apply: I consult with my broker. I make my own decisions. I consult with my family/friether. Assets Held Away – Provident Check all that apply: Assets Held Away – Provident Check all that apply:  Assets Held Away – Provident Check all that apply:  Decision-Making Experient Check all that a	Yes Yes	☐ No ☐ No ☐ No f assets held aw	vay and percen	Additional Inform		tal of all po	ercentages must	equal 100%.
Total value of assets held away:	Stocks		Mutual Funds		Variable Contracts		Alternative Investme	ents
\$		%		%		%		%
	Bonds		Options		Security Futures		Foreign Currency	
		%		%		%		%
	Short Term		Limited Partnership		Annuities		Foreign Security	
		%	116	%		%		%
			Life Insurance	9/	Other	9/	Other explain	
				<u></u> %		%		
<ul> <li>Hold in core account invehicle (if specified) or in brokerage account</li> <li>Send by check to mailing address of account*</li> <li>Send by Autosweep (DI Bank affiliates only. Consul Dealer for availability.</li> <li>Delivery vs. payment (DI Dealer for availability.</li> </ul>	vestment	urity Purchases Hold in street na Register certifica Iame and send t ddress Delivery vs. payr	ime ites to account to mailing	there pending  Handle  Reinvest distribut  Reinvest sales pro Reinvest proceed	t equity dividends, ds ibutions in cash an	ons.  distribution equity dividuated ceeds lends, hand handle all	s like sales proce dends, handle all dle all other distri other distribution	eds other ibutions like
* If you choose this option,	any cash credit	balance will be	sent to you.	☐ Monthly	/ 🗌 Quarterly			
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 Checking Savings ABA Number				Account Number			
Core Account Investment	Vehicle							
Consult your Broker-Dealer If you do not choose a core interest-bearing credit accommodate investment vehicles may have select a core account investvehicle for you. You authorist discretion.	e account investrount or in a defa ount or in a defa ave different rate tment vehicle, y	ment vehicle for ult core accoun es of return and our Broker-Deal	r your core acco t investment ve different terms ler may not con	ount, your Brok hicle of its cho and condition sider these dit	ker-Dealer may invole pice while awaiting ns, such as FDIC ins fferences when selo	est your ca reinvestme surance or ecting a de	ish/credit balance ent. Different cord SIPC protection. efault core accour	es in a taxable e account If you do not
	Core Account Invest	tment Vehicle Name			Core Account Inves	tment Vehicle	Symbol	

continued on next page

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## 5. Account Characteristics continued

Duplicate Information	n							
objectives, addition	Iders If selected, New Account Profinal account holder address changes, ons will be mailed to the mailing add	and name changes will be s	ent to each account	holder's mailing address. If not selected,				
	Party Attach additional sheet if necessary. Completing this section will be considered your request to your Broker-Dealer to instruct and the type(s) of duplicate documents checked to the party or parties indicated.							
спеск ан тат арр	Name	Statements 						
	ivanie							
	Address							
	City	State/Province	Zip/Postal Code	Country				
eDelivery			- I					
Use another an Email  IMPORTANT: By signi are consenting to rece Broker-Dealer and NF frequency may vary. C	ry account holder's email address the count holder's email address. Provenge in this account application and exercise all eligible account-related comes may use your email and/or mobile onsult your Broker-Dealer for more on the most qualify to add these features to your entire the country of the second in the	cuting the Electronic Delive munications from your Brok number to message, call, of details.	ry Agreement that ν er-Dealer and NFS ε or text you for this p	electronically. You agree that your urpose. Message and data rates apply;				
	al application(s) to apply for the fe			ability and eligibility, and to obtain the				
apply to Non-Prototy	oe 🔲 Margin See Important Info	rmation for	Premier Acces	_				
Accoun	Non-Prototype Accounts.		☐ Select Access					
	<ul><li>☐ Options</li><li>☐ Fee-Based Account <i>Indicate</i></li></ul>	a typa halaw						
	Account Type							
	Important Information for No The following information does		ent Trust account					
				or sale of securities in the account.				
	Non-Purpose Loans are not		•					
	<ul> <li>You, your plan trustee or IRA taxable income ("UBTI").</li> </ul>	Custodian will be responsi	ble for filing any tax	es associated with unrelated business				

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• You will also be responsible for any mandatory disclosures to Regulatory Agencies or plan participants, as applicable.

# 6. Entity Account Information

Enter full entity name as	Entity/Trust Name			Da	ate of Trust
evidenced by the relevant					
formation document	Taxpayer ID Number	Required		Country of Organ	nization
(e.g., trust document, partnership agreement, corporate resolution).		☐ SSN/ITIN	N   EIN/TIN		
* For foreign entities ONLY.	Type of Government-Issued ID*		ID Number*		
If providing a SSN, ensure					
that the person who is associated with the SSN is listed on application or	State/Country of ID Issuance*	ID Issuance Date*		ID Expiration Dat	te*
supporting documents.					
Check any that apply. ▶	Entity is a: Accredited Investor UB	I.S. Registered roker-Dealer	U.S. Regis		U.S. Registered Investment Company
	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 Add	dress			
Complete only if	Address Line 1		Address Line 2		
different from Legal Address above.					
	City	State/Province	Zip/Postal Code		Country

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## 7. Entities That Are Account Holders

Provide information on any entity that is an account holder. Be sure to also provide personal information on at least one individual associated with this account. Entity Holder #1 Entity Name Enter full entity name as evidenced by the relevant formation document Taxpayer ID Number Required Country of Organization (e.g., trust document, ☐ SSN/ITIN ☐ EIN/TIN partnership agreement, corporate resolution). Type of Government-Issued ID\* ID Number\* \* For foreign entities ONLY. If providing a SSN, ensure State/Country of ID Issuance\* ID Issuance Date\* ID Expiration Date\* that the person who is associated with the SSN is listed on this application. Check any that apply. ▶ Entity is a: ☐ Accredited Investor ☐ U.S. Registered U.S. Registered U.S. Registered Broker-Dealer Investment Advisor Investment Company Legal Address Address Line 1 Address Line 2 Cannot be a P.O. Box or Mail Drop. City State/Province Zip/Postal Code Country **Mailing Address** ☐ Same as Legal Address Address Line 1 Address Line 2 Complete only if different from Legal Address above. City State/Province Zip/Postal Code Country Entity Holder #2 Enter full entity name as Entity Name evidenced by the relevant formation document (e.g., trust document, Taxpayer ID Number Country of Organization partnership agreement, ☐ SSN/ITIN ☐ EIN/TIN corporate resolution). Type of Government-Issued ID\* ID Number\* \* For foreign entities ONLY. If providing a SSN, ensure that the person who is State/Country of ID Issuance\* ID Issuance Date\* ID Expiration Date\* associated with the SSN is listed on this application. Check any that apply. ▶ Entity is a: ☐ Accredited Investor ☐ U.S. Registered U.S. Registered U.S. Registered Broker-Dealer Investment Advisor Investment Company Legal Address Cannot be a P.O. Box Address Line 1 Address Line 2 or Mail Drop. State/Province Zip/Postal Code Country **Mailing Address** ☐ Same as Legal Address Complete only if Address Line 1 Address Line 2 different from Legal Address above. Zip/Postal Code City State/Province Country

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## 8. Account Stakeholder

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

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

	Stakeholder #1								
Check all that apply.	Authorized Agent	Authorized Agent/Beneficial Owner Personal Information			Per	son 🔲 Gra	ity Owner antor ividual with	Revoke	e/Amend Authority
Enter full name as	First Name		Middl	le Name	Last	t Name			
evidenced by a									
government-issued, unexpired document (e.g.,	Business Title								
driver's license, passport, permanent resident card).									
If the account stakeholder is an entity, enter full	Country of Citizenship				Citiz	zenship Status			
entity name as evidenced									
by the relevant formation document (e.g., trust	SSN/ITIN EIN/TIN	Taxpayer ID N	lumber			Date of Birth MM DD YY	Y	% 0	f Ownership
document, partnership agreement, corporate									
resolution).	Type of Government-Issued ID	Number			Cou	untry of ID Issuance	ID Issuance D	ate	ID Expiration Date
	Legal Address								
Cannot be a P.O. Box or Mail Drop.	Address Line 1				Add	dress Line 2			
,	City		9	State/Province	Zip/	'Postal Code		Country	
	Stakeholder #2								
Check all that apply.	☐ Individual with Appoint/R	emove Auth	ority	☐ Benefici	ial C	Owner 🔲 Ent	ity Owner		
	Authorized Agent			☐ Control	Per	son 🔲 Gra	entor		
	☐ Authorized Agent/Beneficial Owner ☐ Deceased Grantor						ividual with	Revoke	e/Amend Authority
	Personal Information								
Enter full name as	First Name		Middl	le Name	Last	t Name			
evidenced by a government-issued,					L				
unexpired document (e.g., driver's license, passport,	Business Title								
permanent resident card). If the account stakeholder	Country of Citizenship				C:4:-	hi- Ct-t		-	
is an entity, enter full entity name as evidenced	Country of Citizenship				Citiz	zenship Status			
by the relevant formation document (e.g., trust		Taxpayer ID N	lumber			Date of Birth MM DD YY	Y	% 0	f Ownership
document, partnership	SSN/ITIN L EIN/TIN								
agreement, corporate resolution).	Type of Government-Issued ID	Number			Cou	untry of ID Issuance	ID Issuance D	ate	ID Expiration Date
,-									
	Legal Address								
Cannot be a P.O. Box	Address Line 1				Add	dress Line 2			
or Mail Drop.									
	City		9	State/Province	Zip/	Postal Code		Country	
	1		- 1		1			i .	

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# 9. Beneficiary/FBO Information

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

	Pri	mary Beneficia	ries	es							
For each beneficiary,  check one and provide		Spouse Non-Spouse	Beneficiary Name			Per Stirpes					
information. Social Security/Taxpayer ID Number or Date of Birth/ Trust is required for		Trust	SSN TIN	Social Security/Taxpayer ID Number  Organization	Date of Birth/Trust MM DD YYYY  Name of Trustees if applicable	Share Percentage					
each beneficiary. Use percentages only, not dollar amounts.											
If beneficiary is a trust, provide trust name and date trust was		Spouse	Beneficiary Name			Per Stirpes					
established.  To designate additional		Non-Spouse Trust	SSN TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %					
beneficiaries, attach instructions with the necessary beneficiary			Country of Citizenship/	Organization	Name of Trustees if applicable	76					
information.		Spouse	Beneficiary Name			☐ Per Stirpes					
		Non-Spouse Trust	□ SSN □ TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage					
			Country of Citizenship/	I Organization	Name of Trustees if applicable						
		Spouse Non-Spouse	Beneficiary Name			☐ Per Stirpes					
		Trust	□ssn □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	Beneficiary Name			☐ Per Stirpes					
		Trust	SSN 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	Beneficiary Name			☐ Per Stirpes					
		Trust	□SSN □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

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# 9. Beneficiary/FBO Information continued

	Co	ntingent Bene	ficiaries			
For each beneficiary, becheck one and provide		Spouse Non-Spouse	Beneficiary Name			Per Stirpes
information. Social Security/Taxpayer ID Number or Date of Birth/		Trust	□SSN □TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %
Trust is required for each beneficiary.  Jse percentages only, not			Country of Citizenship/0	Drganization	Name of Trustees if applicable	
dollar amounts.						
If beneficiary is a trust, provide trust name and date trust was		Spouse Non-Spouse	Beneficiary Name			Per Stirpes
<b>established.</b> To designate additional beneficiaries, attach		Trust	□SSN □TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage
instructions with the necessary beneficiary information.		Country of Citizenship/0	Organization	Name of Trustees if applicable		
		Spouse	Beneficiary Name			Per Stirpes
		Non-Spouse Trust	□ssn □tin	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage
			Country of Citizenship/0	I Organization	Name of Trustees if applicable	
		Spouse Non-Spouse	Beneficiary Name			☐ Per Stirpes
		Trust	□SSN □TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage
			Country of Citizenship/0	Drganization	Name of Trustees if applicable	
		Spouse Non-Spouse	Beneficiary Name			☐ Per Stirpes
		Trust	□SSN □TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage
			Country of Citizenship/0	Organization	Name of Trustees if applicable	
		Spouse Non-Spouse	Beneficiary Name			☐ Per Stirpes
		Trust	□ssn □tin	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage
			Country of Citizenship/0	Organization	Name of Trustees if applicable	

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

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

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

By signing below, you:

- Affirm that you are at least 18 years of age and are of full legal age in the state in which you reside.
- Affirm that you have received, read, understand, and agree to the current terms of Account Agreement and the account features you selected and agree to future amendments to these terms.
- Understand that unless you provide written notice to the contrary, NFS and your Broker-Dealer may supply your name and other information (including your Social Security/ tax identification number) to issuers of securities held in your account so you can receive important information and participate in corporate actions regarding such securities.
- Represent and warrant that you have disclosed to your Broker-Dealer your employer information and affiliation status.
- Agree that if an entity is opening the account, you will notify your Broker-Dealer if or when beneficial ownership information of the entity changes
- Indemnify and hold harmless your Broker-Dealer, NFS, their officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives from any claims or losses that may occur in the event that you fail to meet any requirements concerning your brokerage account.
- Certify that all information provided in this application is true, accurate, and complete.
- Affirm that you have also read, understand, and agree to the terms of the applicable prospectus or disclosure document for any mutual fund that you purchase or exchange or Bank Deposit Sweep Program into which you have funds transferred or invest, including any mutual fund or Bank Deposit Sweep Program that you choose for your core account and that you agree to future amendments to these terms.

- 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.

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

You acknowledge that this account is governed by a pre-dispute The IRS does not require your consent to any provision of arbitration clause, which appears on the last page of the this document other than the certifications required to avoid Brokerage Account Customer Agreement, and that you have read backup withholding. 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		Print Name Full First, Middle, Last Name	
Signature X	Date MM - DD - YYYY	Signature	Date MM - DD - YYYY
Print Name Full First, Middle, Last Name		Print Name Full First, Middle, Last Name	
Signature X	Date MM - DD - YYYY	Signature X	Date MM - DD - YYYY
Print Name Full First, Middle, Last Name		Print Name Full First, Middle, Last Name	
Signature X	Date MM - DD - YYYY	Signature X	Date MM - DD - YYYY
Print Name Full First, Middle, Last Name		Print Name Full First, Middle, Last Name	
Signature	Date MM - DD - YYYY	Signature X	Date MM - DD - YYYY

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

Print Name Full First, Middle, Last Name		Print Name Full First, Middle, Last Name	
Signature	Date MM - DD - YYYY	Signature	Date MM - DD - YYYY
X		X	

For Branch Use Only Account accepted in accordance with firm policies.		
Registered Rep. Name	Signature	Date MM - DD - YYYY
Office Manager/Principal Name	Signature	Date MM - DD - YYYY

National Financial Services LLC, Member NYSE, SIPC

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# **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.

**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

National Financial Services LLC, Member NYSE, SIPC

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# **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 sevenday 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 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 highrisk 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
- 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

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 <a href="http://www.mybrokerageinfo.com">http://www.mybrokerageinfo.com</a> 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

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.

National Financial Services LLC, Member NYSE, SIPC

1.882435.113 - 504194.15.0 (04/24)



Email: service@siebert.com Phone: 800.872.0444 | Fax: 212.486.2784

Accoun	t Nun	nber			

# Transfer on Death Registration and Beneficiary Designation

Use this form to establish a Transfer on Death ("TOD") Individual, Joint Tenant With Rights of Survivorship or Joint Tenants in Entirety account registration and to designate a beneficiary(ies) for your TOD account. You may also use this form to change the existing beneficiary(ies) for your account.

This form supersedes all previous Beneficiary Designations you have made on your TOD account. Type on screen or fill in using CAPITAL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

Middle Name

Middle Name

Last Name

Last Name

## 1. Account Owner

Account Owner First Name

Account Owner First Name

2. Beneficiary	y Designation		
	Primary Beneficiaries		
For each beneficiary listing, check one and provide all required	Spouse Non-Spouse	Beneficiary/Trust Name/Entity/ or "Estate"	Per Stirpes
information. Any attachments	☐ Trust ☐ Other Entity	Social Security/Taxpayer ID Number SSN Date of Birth or Trust MM DD YYYY S	Share Percentage
for additional beneficiaries must [ include your account number and your signature, and must be dated.	☐ Spouse ☐ Non-Spouse	Beneficiary/Trust Name/Entity/ or "Estate"	Per Stirpes
	☐ Trust ☐ Other Entity	Social Security/Taxpayer ID Number SSN Date of Birth or Trust MM DD YYYY S	Share Percentage
Share percentage total must equal 100%.	☐ Spouse ☐ Non-Spouse	Beneficiary/Trust Name/Entity/ or "Estate"	Per Stirpes
	☐ Trust☐ Other Entity	Social Security/Taxpayer ID Number SSN Date of Birth or Trust MM DD YYYY S	Share Percentage
		Total Share Percentage from this sheet plus any additional sheets must total 100% in the Grand Total field, Do NOT use dollar amounts	GRAND TOTAL %

Total field. Do NOT use dollar amounts.

continued on next page

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## 2. Beneficiary Designation continued

	Contingent Beneficiaries	3	
The contingent beneficiaries listed here cannot be the same as	Spouse Non-Spouse	Beneficiary/Trust Name/Entity/ or "Estate"	Per Stirpes
those listed above in the primary beneficiary section.	☐ Trust ☐ Other Entity	Social Security/Taxpayer ID Number SSN Date of Birth or Trust MM DD YYYY STIN	Share Percentage
Any attachments for additional beneficiaries	☐ Spouse ☐ Non-Spouse	Beneficiary/Trust Name/Entity/ or "Estate"	Per Stirpes
must include your account number and your signature, and must	☐ Trust ☐ Other Entity	Social Security/Taxpayer ID Number SSN Date of Birth or Trust MM DD YYYY STN TIN	Share Percentage
be dated.	☐ Spouse ☐ Non-Spouse	Beneficiary/Trust Name/Entity/ or "Estate"	Per Stirpes
Share percentage total must equal 100%.	☐ Trust ☐ Other Entity	Social Security/Taxpayer ID Number SSN Date of Birth or Trust MM DD YYYY STIN	Share Percentage
		Total Share Percentage from this sheet plus any additional sheets must total 100% in the Grand Total field. Do NOT use dollar amounts.	GRAND TOTAL

If more than one beneficiary is named and no share percentages are indicated, payment shall be made to your primary beneficiary(ies) who survives you in equal shares. If a percentage is indicated and a primary beneficiary(ies) does not survive you, unless you have checked the per stirpes box, the percentage of that beneficiary's(ies') designated shares shall be divided equally among the surviving primary beneficiary(ies). If there is no primary beneficiary living at the time of your death, payment shall be made to your contingent beneficiary(ies). Payment to your contingent beneficiaries will be made according to the rules of succession described for primary beneficiary(ies).

## 3. Signatures and Dates Form cannot be processed without signatures and dates.

In the section below, "us," "we" and "Broker/Dealer" refer to the correspondent firm which manages your brokerage account; "NFS" refers to National Financial Services LLC and their officers, directors, employees, agents, affiliates, shareholders, successors, assigns and representatives as the context may require; "you," "account owner," or "account owners" refer to all owners, collectively and individually indicated on the account form; "beneficiary" or "beneficiaries" refer to all beneficiaries, collectively and individually designated on this form.

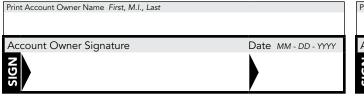
By signing below, you:

- Agree to create a transfer on death ("TOD") registration for the account listed above ("account")
- Designate the beneficiaries identified above to receive all assets held in the account upon your death, or the death of the last surviving account owner of a joint account.
- Understand that you may only change the beneficiaries by completing a new TOD Beneficiary Designation form.
- Acknowledge that this Beneficiary Designation may not be revoked or changed by will, codicil, trust document or other testamentary document.
- Agree that we may rely on the latest Beneficiary Designation in our possession, and no change in Beneficiaries shall be effective until actually received and accepted by us.

- Acknowledge that you have received, read, understand, and agree to the terms of this form relating to the administration of your account.
- Understand that upon your death or the death of the last surviving account owner of a joint account we may require your beneficiaries to provide us with certain necessary documents prior to moving your assets into the beneficiaries' accounts.
- Understand that we have entered into an agreement with NFS to execute and clear all transactions on your account.
- Understand that there are complex legal and tax issues in a TOD registration.
- Acknowledge that neither we nor NFS will advise you as to whether the TOD registration is appropriate for you.
- Understand that you should consult your legal and tax advisors before electing or revoking a TOD registration.

- Acknowledge that registering a securities account in TOD form is governed by state law and not all states have enacted such laws.
- Agree that NFS, as our Agent, may register and hold the securities in your TOD account in its name or other "street" or nominee name and that NFS has no duty to determine the registration or ownership of the account before or after your death.
- Indemnify and hold us and NFS harmless jointly and severally; i.e., individually, for accounts with more than one owner from and against any and all losses, claims, costs, actions, demands, suits, proceedings, damages and expenses, including attorneys' fees and expenses, and any other costs suffered or incurred by us arising out of or relating to this account registration and transfers hereunder.

#### All account owners must sign this form.



National Financial Services LLC, Member NYSE, SIPC



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# siebert.

Email: service@siebert.com

Phone: 800.872.0444 | Fax: 212.486.2784

## 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.
- 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.
- 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.

#### 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.

#### 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 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 certificate
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 Service
LLC ("NES"): Clearing # 0226

# **Transfer of Assets**

Use this form to authorize the transfer of assets, currently at another firm Refer to the instructions page at the end of this form for more information.	on.	
1. Receiving Account Information  Account Number	2. Account Being	DTC Number
Account Owner/Trust/Entity Name	Account Owner/Trust/Entity Name(s)	
Social Security Number/Taxpayer ID Number	Delivering Firm Name	
Additional Account Owner/Trust/Entity Name	Address	City
Social Security Number/Taxpayer ID Number	State Zip Code D	elivering Firm Phone
Receiving Account Type Check one.	Delivering Account Type Check or	ne.
Nonretirement Accounts  ☐ Individual  ☐ Retirement Accounts ☐ Traditional, SEP, or Rollover IRA	Individual	etirement Accounts  Traditional, SEP, or Rollover IRA
☐ Joint ☐ Roth IRA	☐ Joint ☐	Roth IRA
☐ Trust ☐ SIMPLE IRA	☐ Trust ☐	SIMPLE IRA
☐ Corp/Business ☐ Beneficiary IRA	☐ Corp/Business ☐	Beneficiary IRA
☐ UGMA / UTMA ☐ Roth Beneficiary IRA	☐ UGMA/UTMA ☐	Roth Beneficiary IRA
☐ Estate ☐ Qualified Plan*	☐ Estate ☐	Qualified Plan*
Other	Other	
* Qualified Plan options offered under the Premiere Select Retirement Plan includ	a Profit Sharing and Money Purchase plans	<del>-</del>
<b>3. Transfer Instructions</b> Complete A, B, C, If you do not instruct us otherwise, we will default to transfer in kind all liquidated. <b>National Financial Services LLC is NOT responsible for m</b> . Complete a separate Additional Assets Schedule if you need to list mo    All or some of the assets are Alternative Investments and a complet	eligible positions in the account. Money arket fluctuation on requests with writ re securities. ed Alternative Investment Addendum ar	ten liquidation instructions.
Note: Some alternative investments may be restricted to certain acc A. Brokerage or Trust Company Transfer	count registrations.  B. Mutual Fund Company Transf	er
Brokerage account transfers are in kind; liquidate assets at current	Fund Name/Symbol and Account Number	# of Shares or "All"
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.	☐ In Kind ☐ Liquidate	
2. Transfer only part of my account In Kind, as detailed below:	Fund Name/Symbol and Account Number	# of Shares or "All"
Security Name or Symbol # of Shares or "All"		
	☐ In Kind ☐ Liquidate	
Security Name or Symbol # of Shares or "All"		# of Shares or "All"
	Fund Name/Symbol and Account Number	# of Shares or All
Security Name or Symbol # of Shares or "All"		
	☐ In Kind ☐ Liquidate	
C. Bank or Credit Union Transfer Do NOT use this form to transfe	er a nonretirement bank checking accour	nt.
1. Transfer cash only. All cash will be transferred unless you indicate a different amount to transfer here:	2. Liquidate CD immediately and You may be charged a penalty for e	
Cash Transfer Amount	3. Liquidate CD at maturity and se	•
\$         .	CD Maturity Date MM DD YYYY Th	e request must be submitted at least days before maturity, and no more tha

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## 3. Transfer Instructions continued

D. Annuity Transfer	E. Transfer Agent 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	Security Symbol or Name  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
4. Signatures and Dates All owners of both	

By signing below you instruct NFS and the Delivering Firm to act on all instructions given on this form and you acknowledge and agree that:

- The delivering firm ("Delivering Firm") will transfer the assets in your account in accordance with your transfer instructions above, to National Financial Services LLC ("NFS") and, if to a Premiere Select IRA or Premiere Select Retirement Plan account, to Fidelity Management Trust Company ("FMTC") as successor Custodian/Trustee.
- 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.
- Any assets not readily transferable might not be transferred within the time frames set by FINRA or other applicable authorities.
- You authorize the Delivering Firm to sell any nontransferable money fund shares, and any shares of other mutual funds that you have requested be sold, and transfer the proceeds as cash.

- You Authorize the Delivering Firm to contact you about any assets that cannot be transferred
- You 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.
- You instruct the Delivering Firm to transfer any physical certificates in good deliverable form, including any necessary tax waivers.
- You authorize the Delivering Firm to cancel any open orders on your account when it receives this form
- You have destroyed or returned any credit/debit cards and unused checks associated with your account at the Delivering Firm, if closing that

Retirement Accounts

• If you are 701/2 or older, this transfer will not violate IRS rules on required minimum distributions.

- If you are transferring a Roth IRA, it is your responsibility to track the Five-Year Aging Date.
- 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.
- If you are transferring to a Beneficiary Distribution Account ("BDA"), you accept full responsibility for complying with all inherited IRA transfer requirements.
- 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 Premiere 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 First, M.I., Last		MEDAL	LION SIGNATU	RE GUARANTEE
Account Owner Signature	Date MM - DD - YYYY			
Print Account Owner Name First, M.I., Last		MEDAL	LION SIGNATU	RE GUARANTEE
Account Owner Signature	Date MM-DD-YYYY			
Print Account Owner Name First, M.I., Last		MEDAL	LION SIGNATU	RE GUARANTEE
Account Owner Signature	Date MM - DD - YYYY			
For Custodian/Trustee Use Only: Letter of Acceptance Fidelity Management Trust Company (FMTC) or accepts appointment as successor custodian/trustee for the trustee basis, to the appropriate successor custodian/trustee	retirement account referenced			on this form, on a trustee-to-
Successor/Custodian/Trustee's Representative	Signature	, , ,		- DD - YYYY

Provide all pages of the signed Transfer of Assets form and all pages of your most recent statement to your Broker/Dealer. 1.747272.112 - 414980.10.0 (09/16) National Financial Services LLC, Member NYSE, SIPC

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# **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 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

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 highrisk 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 t 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,
- 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 nonretirement 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 eliqible.

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

National Financial Services LLC, Member NYSE, SIPC

 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.

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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.