

Instructions Brokerage Portfolio®/Brokerage Access

Use this form to:

- Upgrade or downgrade a new or existing account to Brokerage Portfolio or Brokerage Access.
- Upgrade an existing account from Brokerage Access to Brokerage Portfolio or downgrade from Brokerage Portfolio to Brokerage Access.
- Add or remove checkwriting and/or debit card features within your existing Brokerage Portfolio or Brokerage Access account.

Helpful To Know

- If you do not already have a brokerage account, you must also include a completed Brokerage Account Application.
- If you are electing a new debit card, you must have checkwriting established on your account. Your new debit card should arrive in approximately 7 to 10 calendar days.
- If you are adding check writing, your checks will arrive in approximately 7 to 10 calendar days.
- If you are upgrading or downgrading your account and you have check writing, your checking account number will not change and you will not automatically receive new checks.

Features of Brokerage Portfolio

For a recommended minimum initial investment of \$15,000

- Unlimited checkwriting.
- Visa Gold Debit Card issued from PNC Bank, N.A with access to over 600,000 Visa ATMs in the United States and 133 countries around the world.
- Optional Visa Platinum Debit Card issued from PNC Bank, N.A with Rewards and Platinum Cash Back, including all the benefits of the Visa Gold Debit Card (additional fee applies).
- Margin borrowing privileges, subject to approval and minimum equity and maintenance requirements, as described in the Customer Agreement; **note that you will automatically be considered for margin UNLESS you indicate otherwise in Section 5.**
- Five no-fee ATM cash withdrawals each month (additional ATM surcharges may apply).

Checkwriting and debit cards are provided by BNY Mellon Investment Servicing Trust Company and are issued by PNC Bank, N.A.

1. Account Owner #1

Complete this section for the primary owner, trustee, custodian, or authorized individual.

2. Account Owner #2

Complete this section for a joint owner, trustee, minor, or authorized individual.

3. Upgrading Or Downgrading Your Account

The only choice for treatment of cash from the sale of securities in the Brokerage Access account is "Hold Proceeds," and your proceeds will be swept automatically to the Core Account. If you are upgrading or downgrading to Brokerage Access and you previously had proceeds mailed to you or swept to a bank account, the treatment of your proceeds will change as a result of upgrading or downgrading to a Brokerage Access account.

Also, it is important to note that checkwriting is required to have the debit card feature. When adding checkwriting, you can choose whether you want your name or name and address printed on the checks. The default, if a choice is not designated, is name and address. When adding the debit card feature (in addition to checkwriting), for Brokerage Portfolio, you have a choice of debit card types.

Upgrade

Check the appropriate box to upgrade a brokerage account to Brokerage Access or Brokerage Portfolio, or to upgrade a Brokerage Access account to a Brokerage Portfolio account. Indicate your checking and debit card choices in Section 4.

If upgrading from Brokerage Access to Brokerage Portfolio:

Indicate in Section 4 which Brokerage Portfolio debit card option you want; checkwriting is required.

Downgrade

If you currently have any Visa Platinum Extras reward points, you may want to spend them before removing or downgrading, as these points will automatically expire when you cancel your Platinum card, request a Gold card, or downgrade your Brokerage Portfolio account.

If downgrading to a brokerage account:

Both checkwriting and any Visa debit cards on your account will be cancelled automatically as soon as your Broker/Dealer accepts this form. Any check received more than 30 days after service cancellation will generally be returned unpaid.

Features of Brokerage Access

For a recommended minimum initial investment of \$5,000

- Unlimited checkwriting.
- Optional Visa Classic Debit Card issued from PNC Bank, N.A with access to over 600,000 Visa ATMs in the United States and 133 countries around the world (additional fee applies).
- Margin borrowing privileges, subject to approval and minimum equity and maintenance requirements, as described in the Customer Agreement; note that you will automatically be considered for margin UNLESS you indicate otherwise in Section 5.

If downgrading from Brokerage Portfolio to Brokerage Access:

You may need to select a new core account investment vehicle. Your existing debit card will be deactivated. If you want to continue to have a debit card, indicate in Section 4 that you want the Visa Classic Debit Card.

Note: checkwriting is required to have the debit card feature.

4. Adding/Removing Checkwriting or Debit Cards

By completing section 3, checkwriting and debit cards may be added or removed automatically. Do NOT complete this section for those automatic changes.

Note: Checkwriting is required to have the debit card feature. If you add a debit card you must have checkwriting. If you remove checkwriting your debit card will also be removed.

5. Margin Privileges

Check the box in this section only if you do NOT want margin.

Otherwise, you will automatically be considered for margin privileges.

To remove margin privileges from an account, send written notice to NFS or your Broker/Dealer saying that you want margin removed. You cannot remove margin using this form. You will need to reapply for margin if you decide to add it to the account in the future.

6. Core Account Investment Vehicle

Your Core Account is used for processing cash transactions and for holding cash awaiting reinvestment.

This section lets you select or change the money market mutual fund, Bank Deposit Sweep Program, taxable interest-bearing credit account, or other option that you want for your core account investment vehicle. Ask your Broker/Dealer what options are available to you. Read the mutual fund prospectus or Bank Deposit Sweep Program disclosure document before making a decision on the appropriate core account investment vehicle for your account. If you do not select a core account investment vehicle, your Broker/Dealer or NFS may, in their sole discretion, invest your cash/credit balance in a default core account investment vehicle of their choice, or hold them in a taxable interest-bearing credit account. Different core account investment vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. If you do not select a core account investment vehicle, your Broker/Dealer may not consider these differences when selecting a default core account investment vehicle for you.

7. Additional Account Owner(s)

Use this section to provide information on any owners not covered in Sections 1 and 2. If you need additional space, attach a copy of these pages.

8. Signatures

All owners must sign. Be sure to read carefully the Brokerage Portfolio/Brokerage Access Account Agreement.

Account Number



Brokerage Portfolio®/Brokerage Access

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

1. Account Owner 1

Note: Account Owner information must match the existing account information.

First Name		M.I.	Last Name	
Social Security Number		Date of Birth MM DD YYYY		Email
Phone		Alternate Phone		Ext.
No. of Dependents	<input type="checkbox"/> Single/Divorced/Widowed <input type="checkbox"/> Married			
Country of Citizenship			Taxpayer ID Number	
Country of Tax Residence			Type of Government-Issued ID	
State/Country of ID Issuance	ID Number	ID Issuance Date MM DD YYYY	ID Expiration Date MM DD YYYY	

Legal Address

Provide your residential address.
Cannot be a PO Box or Mail Drop.

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

Mailing Address

Complete if different from Legal Address.

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

Employment Information

Check one. Employed Retired Not Employed

Occupation	Income Source <i>If retired or not employed</i>		
Employer Name			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

1. Account Owner 1, continues on next page





Affiliations

Check all that apply.

- You are, or an immediate family/household member is, a senior foreign political figure.
- You are a control person or affiliate or an immediate family/household member of a control person or associate of a publicly traded company under SEC Rule 144 *This would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors.*

Company Name		CUSIP or Symbol	

- You are affiliated with, or employed by, a stock exchange, or a member firm of an exchange or Financial Industry Regulatory Authority (FINRA), or a municipal securities dealer.

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

2. Account Owner 2

Note: Account Owner information must match the existing account information.

List additional Account Owners in Section 7.

First Name		M.I.	Last Name	
Social Security Number		Date of Birth MM DD YYYY		Email
Phone		Alternate Phone		Ext.
No. of Dependents	<input type="checkbox"/> Single/Divorced/Widowed <input type="checkbox"/> Married			
Country of Citizenship			Taxpayer ID Number	
Country of Tax Residence			Type of Government-Issued ID	
State/Country of ID Issuance	ID Number	ID Issuance Date MM DD YYYY	ID Expiration Date MM DD YYYY	

Legal Address

Provide your residential address. Cannot be a PO Box or Mail Drop.

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

Mailing Address

Complete if different from Legal Address.

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

2. Account Owner 2, continues on next page





Employment Information

Check one. Employed Retired Not Employed

Occupation		Income Source <i>If retired or not employed</i>	
Employer Name			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Affiliations

Check all that apply.

You are, or an immediate family/household member is, a senior foreign political figure.

You are a control person or affiliate or an immediate family/household member of a control person or associate of a publicly traded company under SEC Rule 144 *This would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors.*

Company Name	CUSIP or Symbol

You are affiliated with, or employed by, a stock exchange, or a member firm of an exchange or Financial Industry Regulatory Authority (FINRA), or a municipal securities dealer.

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

3. Upgrade or Downgrade Your Account

Upgrading or downgrading to Brokerage Portfolio or Brokerage Access will change the treatment of proceeds that may have previously been mailed to you or swept to a bank account. In the Brokerage Portfolio or Brokerage Access account, investment proceeds will be held and automatically swept to your Core Account.

Upgrade

Check one if Upgrading.

From brokerage account to Brokerage Access

From brokerage account to Brokerage Portfolio

From Brokerage Access to Brokerage Portfolio

Downgrade

Check one if Downgrading.

From Brokerage Access to a brokerage account

From Brokerage Portfolio to Brokerage Access





4. Add or Remove Checkwriting or Debit Card

If requesting debit cards or checkwriting, ALL owners must also sign the signature card attached to this form. On debit cards and checks, name(s) and address will appear as registered on the account.

Add

Checkwriting Indicate information to print on checks. If none is selected, default will be name and address.

- Check one. Print Checks with Name(s) Only
 Print Checks with Name(s) and Mailing Address

Debit Card Indicate card type and recipients below. Note: checkwriting is required to add the debit card feature.

- Check one. Brokerage Access Visa Classic
 Brokerage Portfolio Visa Gold
 Brokerage Portfolio Visa Platinum with Rewards For U.S. residents only. Rewards points expire when card is deactivated.

Issue Card(s) to:

- Check one. Only Account Owner 1
 Each Account Owner

Remove

- Check one. Checkwriting Note: if you have a debit card and remove checkwriting, the debit card will also be removed.
 Debit Card

5. Margin Privileges

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

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

6. Core Account Investment Vehicle

Your Core Account is used for processing cash transactions and for holding cash awaiting reinvestment.

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

Investment Vehicle Name	Symbol



7. Additional Account Owner(s)

Account Owner 3

If there are 4 or more owners, duplicate this section and the signature page.

First Name		M.I.	Last Name	
Social Security Number		Date of Birth MM DD YYYY		Email
Phone		Alternate Phone		Ext.
No. of Dependents	<input type="checkbox"/> Single/Divorced/Widowed <input type="checkbox"/> Married			
Country of Citizenship			Taxpayer ID Number	
Country of Tax Residence			Type of Government-Issued ID	
State/Country of ID Issuance	ID Number	ID Issuance Date MM DD YYYY	ID Expiration Date MM DD YYYY	

Legal Address

Provide your residential address.
Cannot be a PO Box or Mail Drop.

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

Mailing Address

Complete if different from Legal Address.

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

Employment Information

Check one. Employed Retired Not Employed

Occupation		Income Source <i>If retired or not employed</i>		
Employer Name				
Address Line 1		Address Line 2		
City	State/Province	Zip/Postal Code	Country	

Affiliations

Check all that apply.

- You are, or an immediate family/household member is, a senior foreign political figure.
- You are a control person or affiliate or an immediate family/household member of a control person or associate of a publicly traded company under SEC Rule 144 *This would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors.*

Company Name	CUSIP or Symbol
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You are affiliated with, or employed by, a stock exchange, or a member firm of an exchange or Financial Industry Regulatory Authority (FINRA), or a municipal securities dealer.

Entity Name		Address		
City	State/Province	Zip/Postal Code	Country	



8. Signatures and Dates *Form cannot be processed without signatures and dates.*

To: My Broker/Dealer and National Financial Services LLC ("NFS," together with my Broker/Dealer, "You")

- I have read the following disclosure: **USA PATRIOT Act:** To help the government fight the funding of terrorism and money laundering, federal law and contractual obligations between us and you Broker/Dealer requires 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 or beneficial owners of certain entities. Further documentation is required for certain entities, such as trusts, estates, corporations, partnerships and other organizations. Your account may be restricted 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.
- I acknowledge that I have read, understood and agree to the terms set forth in the Brokerage Access Customer Agreement and request that you accept one or more accounts in my name. I am at least 18 years of age and of full legal age in the state in which I reside, and I am authorized to enter into this agreement. I understand that, upon issuer's request in accordance with applicable rules and regulations, you will supply my name to issuers of any securities held in my account so I might receive any important information regarding them, unless I notify you in writing not to do so (you may not be able to object to this disclosure for certain securities issued by investment companies that are registered under the Investment Company Act of 1940 or as required by applicable law). I understand that telephone calls to you may be recorded, and I consent to such recording.
- I represent that I have read the terms and conditions concerning this account and agree to be bound by such terms and conditions as currently in effect and as may be amended from time to time.
- If I have not checked the box for Affiliations, I represent and warrant that I am not affiliated with or employed by a stock exchange or a Broker/Dealer or I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policy-making officer), or an immediate family or household member of such a person.
- I have indicated on the signature card the account holder(s) to whom checks and/or debit cards should be issued (names will appear as they appear on the account registration). Checks and/or debit cards will be mailed to the account holder's legal address.
- I hereby select the core account investment vehicle option listed in Section 6 as my Core Account. I understand that it is my responsibility to read the prospectus, or disclosure document, as applicable, for any mutual fund which I purchase or exchange or Bank Deposit Sweep Program into which I have funds transferred or invest. I have received and read the applicable prospectus or disclosure document for the mutual fund or Bank Deposit Sweep Program into which I am investing or to which I am transferring funds--including, but not limited to any mutual fund or Bank Deposit Sweep Program that I choose for my Core Account--and I agree to the terms of the prospectus or disclosure document, as applicable, and the Customer Agreement.
- If I choose a Bank Deposit Sweep Program for my core account investment vehicle, I represent that I am:
 - (1) a natural person or
 - (2) if I am a fiduciary, including trustee, custodian, agent, administrator or executor, each of the beneficial owners of the account is a natural person or
 - (3) if this account is being established as a TOD account, any such beneficiary is a natural person.
- If I do not choose a core account investment vehicle for my account, I authorize my Broker/Dealer to, in its sole discretion, select a default core account investment vehicle for me and I shall hold my Broker/Dealer and NFS harmless for such default selection and any consequences resulting therefrom. I understand that different core account investment vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection, and that my Broker/Dealer may not consider these differences when making a core account investment vehicle selection for me.
- **I understand that if I elect to change the investment vehicle in my Core Account, the previous investment will be liquidated or withdrawn, and the newly selected investment vehicle will be purchased and/or funded.**

8. Signatures and Dates, continues on next page



<p>This account is governed by a pre-dispute arbitration clause, which appears on the last page of the Client Agreement, and you acknowledge that you have received a copy of this clause.</p>	<p>By signing below, you make the following certifications:</p> <p>If I am a U.S. citizen, U.S. resident alien or other U.S. person (as defined in the instructions to IRS Form W-9), I certify under penalties of perjury that: (1) the Social Security Number or Taxpayer Identification Number that I provided on this application is correct (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding for failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. citizen or other U.S. person, including a U.S. resident alien.</p> <p><input type="checkbox"/> 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 above.</p> <p>If I am not a U.S. citizen, U.S. resident alien or other U.S. person, I am submitting the applicable Form W-8 with this form to certify my foreign status and, if applicable, claim tax treaty benefits.</p> <p>The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</p>
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BY SIGNING THIS APPLICATION I ACKNOWLEDGE THAT MY SECURITIES MAY BE LOANED TO YOU OR OTHERS AND THAT I HAVE READ AND RETAINED A COPY OF THE MARGIN DISCLOSURE STATEMENT AND MARGIN AGREEMENT.

All account owners must print name, sign and date this page and any other supporting documents.

<p>Print Account Owner Name <i>First, M.I., Last</i></p> <hr/> <p>Account Owner Signature Date <i>MM - DD - YYYY</i></p> <div style="border: 1px solid black; padding: 2px;"> SIGN ▶ </div>	<p>Print Account Owner Name <i>First, M.I., Last</i></p> <hr/> <p>Account Owner Signature Date <i>MM - DD - YYYY</i></p> <div style="border: 1px solid black; padding: 2px;"> SIGN ▶ </div>
<p>Print Account Owner Name <i>First, M.I., Last</i></p> <hr/> <p>Account Owner Signature Date <i>MM - DD - YYYY</i></p> <div style="border: 1px solid black; padding: 2px;"> SIGN ▶ </div>	<p>Print Account Owner Name <i>First, M.I., Last</i></p> <hr/> <p>Account Owner Signature Date <i>MM - DD - YYYY</i></p> <div style="border: 1px solid black; padding: 2px;"> SIGN ▶ </div>

For Branch Use Only		
Account accepted in accordance with firm policies.		
Print Registered Rep. No./Name	Registered Rep. Signature	Date <i>MM DD YYYY</i>
<hr/>	<hr/>	<hr/>
Print Office Manager/Principal Name	Office Manager/Principal Signature	Date <i>MM DD YYYY</i>
<hr/>	<hr/>	<hr/>



Checkwriting and Debit Card Signature Card

We must receive a completed signature card with ANY request to add or change checkwriting or a debit card. We need ALL applicable signatures, as described in these instructions. All owners also must sign the Brokerage Access/Brokerage Portfolio Form.

Establishing Checkwriting or a Debit Card

Sign the card using the exact same form of your name as appears on the account registration. Indicate how many signatures will be required to make a check valid, and what information you want printed on the check. Also use the appropriate instructions below:

- **Individual and Joint Accounts:** Provide the signature of each owner who is to have checkwriting privileges.
- **Custodial Accounts:** Provide the signature of the Custodian only; no minor or third party can have checkwriting or debit card authority on these accounts.
- **All Other Accounts, Including Trust and Corporate:** Each signer must be listed as an authorized individual on the account registration and also on any additional documentation. Additional documentation, such as a Trust Certification of Investment Powers or Corporate Resolution, may be required.

Providing an Updated Signature; No Change in Owner(s)

If you are upgrading, downgrading, or requesting a different type of debit card, follow the instructions above for Establishing Checkwriting or a Debit Card.

If you are changing your name (such as because of marriage or divorce), complete a Change of Registration form. Sign this card with your new name and submit both documents to your Broker/Dealer.

Making Changes to Checkwriting or a Debit Card

Use the appropriate instructions below to add or change the individuals who are authorized to have checkwriting or use a debit card.

- **Individual and Joint Accounts:** Do not use this card. Instead, complete a Brokerage Access or Brokerage Portfolio Checkwriting and/or Debit Card Delegation Form (1.784202) to delegate checkwriting authority to a third party.
- **Custodial Accounts:** Only the Custodian can have checkwriting or debit card authority on these accounts. If there is a change in Custodian, complete a Change of Registration form. Provide the signature of the new Custodian on this card and submit both documents to your Broker/Dealer.
- **All Other Accounts, Including Trust and Corporate:** All required supplemental documentation (such as a Trust Certification of Investment Powers or Corporate Resolution) must be updated and submitted to your Broker/Dealer along with a new Signature Card. Each signer must be listed as an authorized individual on the account registration and also on any additional documentation.

By signing below, you:

- Request that checkwriting be added to your brokerage account, appointing PFPC as the agent to provide checkwriting service.
- Agree to the costs, conditions, and terms of usage of checkwriting, as described in the applicable customer agreement(s) governing your account.
- Authorize the withdrawal of money from your account to pay all checks and/or debit card transactions, and all fees associated with these transactions (such as ATM fees, check reorders, returned checks, stop payment requests).
- Agree to notify PFPC immediately if any checks are lost or stolen.
- Guarantee the authenticity of any signature on the card.

Signature Card

Name(s) and Address on Account

First Name	M.I.	Last Name	
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Purpose of Card

- Establish checkwriting/debit card(s) for the first time
- Update authorized users/signatures on an existing account
NOT for individual or joint accounts — for these accounts, see instructions above.

Number of Signatures Required on Each Check

- Checks will be valid with only one signature
Default if no choice is indicated.
- Checks will require both signatures

Checkwriting/Debit Card Signature(s)

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

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

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

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

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

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

For Branch Use Only	Brokerage Account Number	Checking Account Number
	_____	_____

Customer Agreement Brokerage Portfolio®/Brokerage Access

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

Who's Who in This Agreement

In this document, "us," "we," "our," and "NFS" refer to National Financial Services LLC, a NYSE and SIPC member, whom your Broker/Dealer has engaged to extend margin credit and to provide certain other cash management services for its brokerage accounts.

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

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

- To accept full responsibility for the content and accuracy of all authorized instructions placed on your account, and for all results and consequences of these instructions; this includes all investment decisions and trading orders, and all instructions placed by you, your Broker/Dealer, or any other person you authorize.
- To correctly designate all orders as either "short" or "long," with the "long" designation being a representation by you that you own the security and will deliver it to us by the settlement date.
- To pay all fees, charges, and expenses incurred in your account — including margin interest on any credit we extend to you — according to the fees in effect at the time; for services we or your Broker/Dealer perform at your request that are not covered in a current fee schedule, you agree to pay the applicable fee.
- To maintain enough assets in your account to satisfy all obligations as they become due, and to authorize us or your Broker/Dealer to take whatever steps we or your Broker/Dealer may consider necessary to resolve unpaid debts or other obligations.
- To authorize us to debit your account to satisfy any check, card, and related transactions (such as ACH) as soon as we receive notice of such a transaction.
- To authorize the use of funds in your Core Account to satisfy any and all debits against your account.
- If you choose a mutual fund for your core account, to authorize liquidating shares of that account to satisfy any and all debits against your account.
- If you choose a Bank Deposit Sweep Program for your core account, 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 your Broker/Dealer monitor and/or record any phone conversations with you.
- To let us or your Broker/Dealer 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 your Broker/Dealer share with third parties any information you provide, but only as required by law or as permitted by our and/or your Broker/Dealer's privacy policy.
- To resolve disputes concerning your relationship with us or your Broker/Dealer (other than class actions) through arbitration rather than in a court of law.
- If applying for margin, to authorize us to lend property of yours that has been pledged as collateral, and to comply with all provisions of this agreement concerning margin, including determining that margin borrowing is appropriate for you, based on your own careful

examination of your financial resources, investment objectives, and risk tolerance; you also agree to cooperate with us and our affiliates to execute whatever instruments or documents we reasonably determine to be necessary to exercising our rights under this agreement.

- To understand that, whenever you invest in, or exchange into, any mutual fund (including any fund chosen for your core account), you are responsible for obtaining and reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund.
- To 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:
 - o The description of the Bank Deposit Sweep Program;
 - o The list of eligible banks and the sequence in which deposits will be made for a Bank Deposit Sweep Program, which list and sequence may change from time to time;
 - o The Bank Deposit Sweep Program's fees and charges; and
 - o 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 SIPC protection and 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 your Broker/Dealer in writing any time there is a material change in your financial circumstances or investment objectives.
- To notify PNC Bank, N.A or PFPC Trust Company immediately if any check or debit card associated with your account is lost or stolen.
- To destroy all debit cards and unused checks immediately upon termination of the account or the debit card or checkwriting service, and to return the destroyed cards and checks to your Broker/Dealer.
- To comply with all applicable laws and regulations concerning trading in restricted securities and securities of issuers of whom you are an affiliate.
- To use the account and its features according to this agreement.
- To be bound by the current and future terms of this agreement, from the time you first use your account or sign the form, whichever happens first.
- To represent that, to the best of your knowledge, the copy of the Customer Agreement provided to you has not been altered in any way.
- To understand that your Broker/Dealer or NFS can change the core account investment vehicle available for your account at anytime, including changing the core account investment vehicle from a mutual fund to a bank deposit sweep program.

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 your Broker/Dealer 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 your Broker/Dealer 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 your Broker/Dealer has 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 your Broker/Dealer 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 your Broker/Dealer 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.

Account Features And Policies

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 investment vehicle you indicate on your account application (the "core account investment vehicle"). If you do not select a core account investment vehicle, your Broker/Dealer or NFS may invest your credit balance in a money market fund, Bank Deposit Sweep Program or taxable interest-bearing credit account of our choice. 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 investment vehicle designated in your Brokerage Account becomes unavailable at any time for any reason, you authorize your Broker/Dealer and/or its agent to select an alternative core account investment vehicle 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 investment vehicle at any time.

By signing the Application, you represent that you have read this 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.

In the event that your Broker/Dealer 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

- (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 rates 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.

Bank Deposit Sweep Program

If you 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 which 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 Federal Deposit Insurance Corporation ("FDIC") insurance up to applicable limits (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 applicable limits. Joint accounts owned by two individuals are insured up to applicable limits (subject to Bank Deposit Sweep Program limitations) 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 and the number of Banks in which your money is deposited. 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.

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.

Credits to Your Account

Any new deposits (including checks) and any proceeds from transactions are credited promptly to your core account.

If you have a money market fund for your core account, all core account credits will be swept automatically into that fund — daily for amounts of \$1.00 or more, weekly for lesser amounts. All core fund investments must meet the fund's investment minimums. Money in the core fund earns dividends, as described in the fund's prospectus. If in the future you have a different money market fund for your core account, these provisions will still apply.

If you have a Bank Deposit Sweep Program as your core account investment vehicle, your Core Account credits (which are considered cash balances awaiting reinvestment) will be moved each day to the Bank Deposit Sweep Program. Money in the Bank Deposit Sweep Program earns interest as described in the applicable disclosure document and the rate of such interest paid is determined by us and/or your Broker/Dealer, also as indicated in the applicable disclosure document, and may change at any time without notice to you. To learn more, refer to the Bank Deposit Sweep Program disclosure document. You may also speak with your Investment Representative if you have questions regarding the Bank Deposit Sweep Program.

If you have a taxable interest-bearing credit account for your core account, your core account credits (which are considered cash balances awaiting reinvestment) may earn interest, at the discretion of us or your Broker/Dealer. The rate of any interest paid, as well as any minimums that may apply, is determined by us or your Broker/Dealer and may change at any time without notice to you. To learn more, speak to one of your broker/ dealer's representatives.

Note that while incoming checks swept to your Core Account will begin to earn interest upon deposit, you may have to wait up to four days before being able to draw on the proceeds (regardless of your core account vehicle).

Credit balances in your income account may earn taxable interest, the rate of which is determined by us or your Broker/Dealer and may change at any time without notice to you. Any income account interest will be based on the daily averaging of income account credit balances during the interest period, and, as long as it amounts to at least one cent, is paid on the first business day following the 20th day of each month and reflected on your month-end statement. Note that free credit balances in your core account and income account will not be combined to determine your interest earnings in either account.

Debits to Your Account

All debits are accumulated daily to your account and are paid to the extent that sufficient funds are available. As an account owner, you are responsible for satisfying all debits on your account, including any debt still owed after all assets have been removed from an account, any interest (at prevailing margin rates) that has accrued on that debt, any late charges arising from your failure to pay for securities transactions in full by the settlement date, and any costs (such as legal fees) that we or your Broker/Dealer incur in collecting the debt.

When multiple debit items become payable at the same time, these items will be paid in the following order:

- Securities transactions (including any margin calls) and any account fees
- Debit card transactions
- Checks written against your account

When settling debits against your account, it is our policy to turn to the following sources (collectively called your "collected balance"), in this order:

1. Any cash available in your account without incurring margin interest charges (including both core and income account balances).
2. If you have a margin account, any margin credit available.

If necessary, we may turn to following additional sources to settle a debit involving a securities transaction:

- Any shares in another money market fund, including any 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 this or any other account furnished by us in which you have an interest.

Note that in some cases, delays in data transmission between financial institutions could mean that a credit actually received on a given business day may not be reflected in your available balance until the following business day.

Interest on any margin debt will accrue beginning the day credit is extended and is subject to the terms described in Borrowing on Margin in this agreement. Money market fund shares used to pay debits are redeemed at the NAV in effect at the time (typically \$1.00). For disclosures concerning money market funds, see "Money Market Fund Investments" later in this agreement.

Neither we nor your Broker/Dealer are responsible for any checks or other debits to your account that are not honored because the account has insufficient funds.

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, 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 under margined condition.

Resolving Unpaid Debts or Other Obligations

If your available balance is not enough to satisfy a given debit, we and your Broker/Dealer 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 collected balance of another account of yours that we hold.

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

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

It is important to understand that we and your Broker/Dealer have additional choices for resolving unsatisfied obligations. Like many other securities brokers, we and your Broker/Dealer reserve the right to sell, transfer, convert or withdraw or otherwise use any assets or other property in which you have an interest, including, but not limited to, any funds held at any Bank pursuant to any Bank Deposit Sweep Program (as described in the Customer Agreement and any amendments thereto) — either currently or at any other time — to discharge any obligations you may have to us or your Broker/Dealer (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 your Broker/Dealer may sell them ourselves and use the proceeds to settle the purchase.

We or your Broker/Dealer may also use property to satisfy a margin deficiency or other obligation, whether or not we or your Broker/Dealer 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, your Broker/Dealer, or an affiliate of either one provides management or administrative services and any funds held at any Bank pursuant to any Bank Deposit Sweep Program (as described in the Customer Agreement and any amendments thereto). Although we or your Broker/Dealer may use other methods when we determine they may be more appropriate, we and your Broker/Dealer 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.

Statements

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

- Every calendar quarter, at a minimum.
- For any month when you have trading or cash management activity.

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

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

Transferring Money Electronically

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

Checkwriting

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

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

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

Debit Cards

When you request (and are approved for) a debit card, PNC Bank, Delaware, will issue a card to you. Nonresident aliens are not eligible for the Brokerage Portfolio Visa Platinum Debit Card or any other program or service that depends on that card.

Each debit card is covered by the Checkwriting and Debit Card Agreement and Disclosure Statement (see "Checkwriting") above.

As an account owner, you are responsible for:

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

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

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

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

Platinum Cash Back Program

The Platinum Cash Back Program ("Cash Back Program") pays interest on eligible debit card purchases. The program is available automatically to users of the Brokerage Portfolio Visa Platinum Debit Card, but does not apply to:

- Cash advances and cash withdrawals.
- Purchases made before July 1, 2006.
- Debit card purchases posted to an account that has been downgraded or closed.

Interest accrues each day at that day's FCASH rate (currently the Federal Funds target rate minus 100 basis points (1.00%)), starting when a purchase is posted to your core account. Friday's rate is also used for Saturday and Sunday. We set the interest rate at our discretion and can change it without notice.

On the last business day of the month (or the day your account is downgraded or closed, if that happens first), the interest you have accrued is totaled and credited to your account. The "Platinum Cash Back" section of your monthly statement summarizes your current and year-to-date interest credits for the current statement period and year-to-date, while the "Other Additions and Withdrawals" section of the statement shows the actual interest credit transactions. Note that interest is taxable as "Other Income," will be reported on tax form 1099 MISC, and is subject to standard tax withholding. Consult your tax advisor if you have any questions. If I have questions regarding the way interest payments are reflected on my statement, I understand that I should consult with my investment representative.

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 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 1-202-371-8300.

Refer to the Bank Deposit Sweep Disclosure section above or your disclosure document for more information on FDIC insurance coverage.

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 your Broker/Dealer reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way.

Precious Metals

Precious metals are not covered by SIPC account protection, but are insured by the depository at market value if stored through us. 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.

Margin Credit

(Applies only if you have margin on your account)

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

Margin offers both potential benefits and risks and is not appropriate for all investors. Unless you indicate otherwise on your form, you will be considered for margin credit. Consult your Broker/Dealer or other financial advisor if you have questions about whether margin is appropriate for you. Margin is not available on UGMA/UTMA, estate or retirement accounts. For the purposes of this Agreement, assets in any Bank Deposit Sweep Program are deemed to be part of your brokerage account and are treated as cash deposits.

If your account is approved for margin, you agree that all marginable assets will be held in a margin account, unless you tell us to the contrary (precious metals are not marginable). Money in your core account, and any cash dividends paid on marginable securities, are automatically applied to your margin debt every month. Any credit balances, including, but not limited to, any funds held at any Bank pursuant to any Bank Deposit Sweep Program (as described in the Customer Brokerage Agreement or any amendments thereto), securities, assets or related contracts, and all other property in which you may have an interest held by us or carried for your brokerage accounts shall be subject to a general lien for the discharge of your obligations to us (including unmatured and contingent obligations).

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

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

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

How and when we can take these steps:

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

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

Note that property in a margin account may be pledged or re-pledged, hypothecated (loaned) or re-hypothecated, either separately or in common with any other property, for as much as your obligation to us or more, without our having to retain a like amount of similar property in our control for delivery. NFS may use certain securities in your account in connection with short sales and may receive compensation in connection therewith. Also, we may at any time, and without notice to you, apply or transfer any property, including, but not limited to, any funds held at any Bank pursuant to a Bank Deposit Sweep Program (as described in the Customer Brokerage Agreement and any amendments thereto), between any of your accounts, whether individual or joint, or from any of your accounts to any account you guarantee.

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

Important information about margin and its risks

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

A decline in the value of these securities is therefore a decline in the value of the collateral. We can respond in a variety of ways, as described below.

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

- **You can lose more money than you deposited in your margin account.** If securities you bought on margin go down in price, you may face a "margin call," meaning you have to deposit more money or marginable securities.
- **NFS can set stricter margin requirements than the industry minimum, and can increase these "house" requirements without advance notice.** An increase may take effect immediately and may trigger a maintenance margin call.
- **If you cannot meet a margin call, NFS can force the sale of assets in your account(s).** If the equity in your account falls below either industry minimums or NFS's house requirements, NFS can cover the deficiency by selling securities or other assets in any account of yours at NFS (including accounts at other NFS affiliates). If these assets are insufficient, you will be responsible for making up any shortfall, and potentially for paying NFS's costs for collecting the shortfall as well.
- **NFS can sell assets in your account without contacting you.** While NFS generally attempts to notify customers of margin calls, it is not required to do so. Even if you are notified, NFS can still sell assets before the time indicated in the notice, if it believes such action is warranted.
- **You are not entitled to choose which securities are sold to meet a margin call.** Because your accounts form NFS's collateral for its loan to you, the choice of what to sell is NFS's.
- **You are not entitled to a time extension on a margin call.** While NFS may grant you an extension, it is not required to do so.
- **Short selling is a margin account transaction and entails the same risks as described above.** NFS can use your account to buy securities to cover a short position without contacting you. If you don't have sufficient assets, you are responsible for the shortfall and collection costs.
- **NFS can loan out (to itself or others) the securities that collateralize your margin borrowing, and can loan you securities to cover your short sales.** If it does, you may not be entitled to receive, with respect to securities that are lent, certain benefits that normally accrue to a securities owner, such as the ability to exercise voting rights, or to receive interest, dividends, or other distributions. Although you may receive substitute payments in lieu of distributions, these payments may not receive the same tax treatment as actual interest, dividends, or other distributions, and you may therefore incur additional tax liability for substitute payments. NFS may allocate substitute payments by lottery or in any other manner permitted by law, rule, or regulation. Note that any substitute payments NFS makes are voluntary, and may be discontinued at any time.
- **Checkwriting and debit card services may increase your risk of a margin call.** Any debits that are posted to your account when no income or core account assets are available will drive up your margin balance.

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

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

Fees and Other Costs

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

A partial list includes fees or costs for:

- Account maintenance (annual fee, for Brokerage Portfolio accounts and for Brokerage Access accounts with debit cards).
- Debit cards (for Brokerage Portfolio Platinum cards only).
- ATM usage fees.
- Check reorders.
- Stop payment requests, dishonored checks, copies of checks, or excessive checkwriting activity.
- Interest on any margin debt you incur (see below).

Margin Interest

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

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

For more complete information on margin interest, including the formula we use for calculating interest, see the attached Disclosure of Credit Terms on Transactions.

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

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

Limits of Responsibility

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

INDEMNIFICATION

You agree to indemnify us from, and hold us harmless for, any losses (as defined in Limits to our 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 Portfolio and Brokerage Access accounts, as well as any other applicable brokerage account, 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 us are subject to the rules, guidelines, and customs of the marketplace where they are executed, and those of any clearing facility we may use, as well as applicable state and federal laws and any of our trading policies and limitations that are in effect at the time. Checkwriting and debit cards are subject to applicable Delaware and federal provisions, and the rules of the bank providing the service.

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 your Broker/Dealer 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 your Broker/Dealer may enforce this agreement against any and all account owners. Although we or your Broker/Dealer 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. No waiver of any provision of this agreement will be considered a waiver of any other provision.

If for any reason (such as the termination of a contract between us and your Broker/Dealer) your account is held directly by us, 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.

Although there is no minimum balance requirement beyond those set by industry regulation, your Broker/Dealer may review your account for activity, and may charge an inactivity fee, close your account, or transfer your account to another provider. If your account is transferred, it may have different fees, features, and terms. Your Broker/Dealer will notify you before any transfer of your account.

Termination

We or your Broker/Dealer can terminate your account, this agreement, or any feature — at any time and for any reason, including reasonable belief that a version of this agreement containing unauthorized changes has been used — 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. PNC cannot close your account, but can terminate its debit card or checkwriting services. When an account is closed, all debit cards, checkwriting, and other features associated with it are terminated.

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

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

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

Choice of Marketplace and Routing of Orders

When securities may be traded in more than one marketplace, we may use our discretion in selecting the market in which to place your order.

Brokerage orders (including those generated by reinvested dividends) are routed through us, and we in turn send orders to various exchanges or market centers for execution. In deciding where to send an order, we look 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, our order-routing policies are designed to result in transaction processing that is favorable for you.

Note that we and your Broker/Dealer 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 your Broker/Dealer or NFS has obtained information about you, send a written request to your Broker/Dealer or the card issuer, as applicable.

Money Market Fund Investments

An investment in a money market fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other U.S. government agency. Although a money market fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.

USA PATRIOT Act Notice

To help the government fight the funding of terrorism and money laundering, federal law and contractual obligations between your Broker/Dealer and us require 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 or beneficial owners of certain entities. Additional documentation is required for certain entities, such as trusts, estates, corporations, partnerships and other organizations. Your account may be restricted 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.

Resolving Disputes — Arbitration

This agreement contains a pre-dispute arbitration clause. Under this clause, which becomes binding on all parties when you sign your account application, you, we, and your Broker/Dealer 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 you, us and your Broker/Dealer concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction or the continuation, performance, interpretation or breach of this or any other agreement between you, us and your Broker/Dealer whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as you may designate. If you designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then you shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If you do not notify NFS and/or your Broker/Dealer in writing of your designation within five (5) days after such failure or after you receive from NFS and/or your Broker/Dealer a written demand for arbitration, then you authorize NFS or your Broker/Dealer to make such designation on your behalf. The designation of the rules of a self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- (i) the class certification is denied; 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.