



**JOINT TENANT**

**Address** Mailing Address Number / Street \_\_\_\_\_  
 City \_\_\_\_\_ State / Zip \_\_\_\_\_  
 \*(If using a P.O. Box must indicate your legal street address below)  
**Legal Address** \*Number / Street \_\_\_\_\_  
 (if different than mailing address) City \_\_\_\_\_ State / Zip \_\_\_\_\_  
**Telephone Numbers** Daytime ( ) \_\_\_\_\_ Evening ( ) \_\_\_\_\_  
**Citizenship**  U.S.  Resident Alien  Non-Resident Alien  
 If Non-Resident Alien, Indicate Country \_\_\_\_\_ & Passport No. \_\_\_\_\_  
**Employment** Employer \_\_\_\_\_  
 Type of Business \_\_\_\_\_ Position / Title \_\_\_\_\_  
 Number / Street \_\_\_\_\_  
 City \_\_\_\_\_ State / Zip \_\_\_\_\_  
**If you are not currently employed, please provide the amount and source of your annual income here:**  
 Amount \_\_\_\_\_ Source \_\_\_\_\_  
**Bank Reference** Name of Bank \_\_\_\_\_ Account No. \_\_\_\_\_  
 Branch / City \_\_\_\_\_ State / Zip \_\_\_\_\_

**Annual Income** **Approximate annual income from all sources:** (For joint account check your combined income.)  
 Under \$25,000  \$25,000-\$50,000  \$50,000-\$100,000  Over \$100,000  
 Please state amount \$ \_\_\_\_\_  
**Estimated Net Worth:**  Under \$50,000  \$50,000-\$100,000  \$100,000-\$500,000  
 (exclusive of home and farm)  Over \$500,000 Please state amount \$ \_\_\_\_\_  
**Investable Assets:**  Under \$50,000  \$50,000-\$100,000  \$100,000-\$500,000  
 (including cash and securities)  Over \$500,000 Please state amount \$ \_\_\_\_\_  
**Tax Bracket**  15%  28%  31%  36%  39.6%  
**Personal Information** Marital Status:  Single  Married  
 Number of Dependents \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Age \_\_\_\_\_

**Affiliations and Acknowledgments**  I am affiliated with, or work for a stock exchange or a member firm of an exchange or the NASD  
 \_\_\_\_\_  
 (Please indicate name of firm)  
 (Notification of your intent to open an account will be sent to your employer in accordance with current regulation.)  
 I am a  director,  10% shareholder,  policymaking executive officer of a publicly traded company  
 (If so, provide name of company) \_\_\_\_\_  
 If you have checked any of the above, please supply account number(s) of other accounts you have with us.  
 \_\_\_\_\_  
 \_\_\_\_\_

**Power of Attorney** Have you granted trading authorization to someone other than the account owner(s)?  Yes  No  
 If so, please attach the trading authorization unless you have previously provided it to us.  
 Please indicate the relationship between you and your agent (e.g., investment advisor, family member, trustee, etc.)  
 \_\_\_\_\_

<b>Account Service Instructions</b>	<b>Purchases</b>	<b>Sales</b>	<b>Dividends and Interest</b>
	<input type="checkbox"/> Hold Securities	<input type="checkbox"/> Hold proceeds in brokerage account	<input type="checkbox"/> Pay all dividends and interest in cash and send me a monthly check
	<input type="checkbox"/> Send me certificates	<input type="checkbox"/> Send me proceeds	<input type="checkbox"/> Pay all dividends and interest in cash and reinvest all of my mutual fund dividends (Applies to funds held as positions in brokerage account.)
		<input type="checkbox"/> Sweep proceeds into Capital Reserve Funds  (Please fill out the Trade Settlement Authorization Section which follows.)	<input type="checkbox"/> Pay all my dividends and interest in cash and hold them in my account

**Account Transfer**  Please send me the form so I can authorize you to transfer my account from another broker.

Please read the customer agreement and sign where indicated on the opposite page.

## Convenient Payment for Your Purchases

### Automatic Trade Settlement Authorization

Complete this section if you wish to link your brokerage account with one of the following Capital Reserve Class Funds:

(please check one)     PRIME FUND     TREASURY FUND     TAX-EXEMPT FUND

Please be sure that you have read the fund prospectus for the fund of your choice. Please read the Settlement Sweep section of the Customer Agreement for more information.

#### Notice to National Financial Services LLC

This is to advise you that I (we) have instructed My Broker/Dealer to establish, in my (our) behalf, and as my (our) agent an account with you. I (We) have appointed My Broker/Dealer as my (our) exclusive agent to act for and on my (our) behalf with respect to all matters regarding my (our) account with you, including but not limited to the placing of securities purchase and sale orders and, provided margin and/or options trading have/has been approved for the account, delivery of margin and option instructions for my (our) account. I (We) acknowledge that no fiduciary relationship exists. You shall look solely to My Broker/Dealer and not me (us) with respect to such orders or instructions; and you are hereby instructed to deliver confirmations, statements, and all written or other notices including margin maintenance calls, if applicable, with respect to my (our) account to My Broker/Dealer. Any such communications delivered to My Broker/Dealer shall be deemed to have been delivered to me (us) I (we) agree to hold you harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided you have acted in accordance with the above. The foregoing shall be effective as to my (our) account until written notice to the contrary is received by you and My Broker/Dealer.

### Please Read the Customer Agreement and Sign Your Name

#### To My Broker/Dealer and National Financial Services LLC

I am at least 18 years of age and am of full legal age in the state in which I reside. In consideration of your accepting one or more accounts, I hereby acknowledge that I have read, understood and agreed to the terms set forth in the Customer Agreement herein. I understand that upon issuer's request, in accordance with applicable rules and regulations, My Broker/Dealer will disclose my name to issuers of securities if securities are held in my account so that I can receive important information unless I do not consent to disclosure and I will notify My Broker/Dealer if I do not consent.

I understand that telephone calls to My Broker/Dealer may be recorded and I hereby consent to such recording. Reports of executions of orders and statements of my account shall be conclusive if not objected to in writing within five (5) days and ten (10) days respectively, after transmitted to me by mail or otherwise.

Please check which of the following applies:

I CERTIFY UNDER PENALTIES OF PERJURY THAT: (1) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN) AND THE TAXPAYER IDENTIFICATION NUMBER PROVIDED ABOVE IS CORRECT, (OR I AM WAITING FOR ONE 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) I HAVE BEEN NOTIFIED BY THE IRS THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING. (CROSS OUT ITEM 2 IF IT DOES NOT APPLY TO YOU.)

I am not a U.S. person and am submitting IRS Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, with this form to certify my foreign status and, if applicable, claim tax treaty benefits. To obtain a Form W-8BEN, please consult your tax advisor or go to the IRS web site at <http://www.irs.gov>.

**THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.**

**I REPRESENT THAT I HAVE READ THE TERMS AND CONDITIONS GOVERNING 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. THIS ACCOUNT IS GOVERNED BY A PRE-DISPUTE ARBITRATION AGREEMENT WHICH APPEARS ON PAGE 5. I ACKNOWLEDGE RECEIPT OF THE PRE-DISPUTE ARBITRATION AGREEMENT.**

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Signature of Joint Tenant (if any) / Date

\_\_\_\_\_  
Joint Account Holders (if any) / Date

\_\_\_\_\_  
Joint Account Holders (if any) / Date

# Customer Agreement

TO: BROKER/DEALER

**1. Nature of Services Provided.** I understand that all information supplied by the undersigned will be subject to verification, and that the information on this application is correct. I (We) understand that you have entered into an agreement with National Financial Services LLC ("NFS") (a NYSE member firm) to execute and clear all brokerage transactions. National Financial Services LLC will provide margin loans if authorized. I (We) understand that neither you nor NFS provide investment advice in connection with this account nor do you give advice or offer any opinion with respect to the suitability of any security or order and that no fiduciary relationship exists.

**2. Applicable Rules and Regulations.** All transactions through you and NFS are subject to the constitution, rules, regulations, customs and usages of the exchange or market (and its clearing house, if any) where executed as well as to any applicable federal or state laws, rules and regulations.

**3. Security Interest.** All securities and other property now or hereafter held, carried or maintained by National Financial Services LLC for any of the accounts of the undersigned, now or hereafter opened, including accounts in which the undersigned may have an interest, shall be subject to a lien for the discharge of all indebtedness and other obligations of the undersigned to you and are held by NFS as security for the payment of any liability or indebtedness of the undersigned to you or NFS in any of the said accounts. You shall have the right to sell, assign or transfer securities and any other property so held by you from or to any other of the accounts of the undersigned whenever in your judgment you consider such a transfer necessary for your protection in enforcing your lien, you shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. No provision of this agreement concerning liens or security interests shall apply to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code relating to retirement accounts.

**4. Payment Upon Demand.** The undersigned shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of the accounts of the undersigned, and the undersigned shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by you or by the undersigned; and the undersigned shall make payment of such obligations and indebtedness upon demand. All transactions in any of my accounts are to be paid for or securities delivered no later than 2:00 p.m. Eastern Standard Time on the settlement date. I (We) agree that if after demand I (we) fail to pay the indebtedness, you may close my (our) account and liquidate the assets in my (our) account in an amount sufficient to pay my (our) indebtedness.

**5. Liability for Costs of Collection.** The reasonable costs and expenses of collection of the debit balance or any unpaid deficiency in the account of the undersigned including, but not limited to, attorney's fees, incurred and payable or paid by you shall be reimbursed by the undersigned.

**6. Presumption of Receipt of Communications.** Communications may be sent to the undersigned at the address of the undersigned or at such other address as the undersigned may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the undersigned personally, whether actually received or not. Reports of executions or orders and statements of my account shall be conclusive if not objected to in writing within five (5) days and ten (10) days respectively, after transmitted to me by mail or otherwise.

**7. Affiliations.** I (We) will not buy or sell any securities of a corporation which I (we) am (are) an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to you that the securities are restricted.

**8. Extraordinary Events.** You shall not be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond your control, including but not limited to extreme market volatility or trading volumes.

**9. Purchase of Precious Metals.** I understand and acknowledge the following in regard to the purchase of precious metals: a) The Securities Investor Protection Corporation (SIPC) does not provide protection for precious metals. However, if stored through NFS, they are insured by the depository at market value. b) Precious metals are not marginable. c) Precious metals investments can involve substantial risk as prices can change rapidly and abruptly. Therefore any advantageous purchase or liquidation price cannot be guaranteed. d) If I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes.

**10. Settlement Sweep.** For securities sold or purchased through you and any resulting debit or credit balances, I (we) hereby authorize you to automatically settle all transactions through the Money Market Fund designated on page 3 of this application. In the event that I (we) carry a margin account with National Financial Services LLC, I (we) further authorize you to transfer from my (our) Money Market Fund, any sums necessary to maintain the required minimum equity in such margin accounts. Your account statement details all activity in the Core money market fund. This is provided in lieu of a confirmation that might otherwise be provided to you with respect to those transactions.

**11. Credit Information.** You may exchange credit information about me (us) with others. You may request a credit report on me (us) and, if I (we) ask, you will tell me (us) the name and address of the consumer reporting agency that furnished it.

**12. Account Protection.** Securities in accounts carried by National Financial Services LLC ("NFS"), a Fidelity Investments company, are protected by the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$100,000). NFS has arranged for additional unlimited insurance protection for cash and securities to supplement its SIPC coverage. Neither coverage protects against a decline in the market value of securities.

**13. Joint Accounts.** If this is a joint account, "I" refers to all account holders, and each of the account holders jointly and severally agrees that any account holder has authority on behalf of the joint account to:

- buy, sell (including short sales) and otherwise deal in stocks, bonds, options, and other eligible securities or other investments on margin or otherwise.
- receive demands, notices, confirmations, reports, statements of account and communications of every kind on behalf of the joint account;
- receive money, securities and property of every kind and dispose of the same on behalf of the joint account;
- make agreements relating to any of the foregoing matters and to terminate, modify or waive any of the provisions of the agreement on behalf of the joint account; and
- deal with my Broker/Dealer as fully and completely as if he (she) alone were interested in this account and without notice to the other account participants.

All obligations and liabilities arising under this account are joint and several and may be enforced by my Broker/Dealer or NFS against any or all account holders.

My Broker/Dealer is authorized to follow the instructions of any joint account holder, without notice to any other account holder, in every respect and to deliver any or all monies, securities or other property to any joint account holder upon the instructions of any joint account holder, or to any other person upon such instructions, even if such delivery or payment is to that joint account holder personally and not to the other(s). My Broker/Dealer will be under no obligation to inquire into the purpose or propriety of such delivery or payment and is not bound to inquire into the disposition or application of such delivery or payment. This authority remains in force until written notice to the contrary is addressed to my Broker/Dealer and delivered to its office. My Broker/Dealer, or NFS, in their sole discretion and for their sole protection, may terminate the account upon receipt of such notice and may require the written consent of all account holders prior to acting upon the instructions of any account holder.

**14. New York Stock Exchange Rule 382** requires that your Broker/Dealer and NFS allocate between them certain functions regarding the administration of your brokerage account. The following is a summary of the allocation services performed by your Broker/Dealer and NFS. A more complete description is available upon request.

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

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

**15. This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts; shall cover individually and collectively all accounts which the undersigned may open or reopen with you, and shall inure to the benefit of your successors, whether by merger, consolidation or otherwise, and assigns and you may transfer the account of the undersigned to your successors and assigns, and this Agreement shall be binding upon heirs, executors, administrators, successors and assigns of the undersigned.**

Please sign where indicated on the opposite page.

PLEASE DETACH AND RETAIN THIS PAGE FOR YOUR RECORDS

# Brokerage Account Pre-Dispute Arbitration Agreement

I AM AWARE OF THE FOLLOWING:

- (A) **ARBITRATION IS FINAL AND BINDING ON THE PARTIES.**
- (B) **THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.**
- (C) **PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.**
- (D) **THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.**
- (E) **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**

**I AGREE THAT ALL CONTROVERSIES THAT MAY ARISE BETWEEN US CONCERNING ANY ORDER OR TRANSACTION, OR THE CONTINUATION, PERFORMANCE OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US, WHETHER ENTERED INTO BEFORE, ON, OR AFTER THE DATE THIS ACCOUNT IS OPENED, SHALL BE DETERMINED BY ARBITRATION BEFORE A PANEL OF INDEPENDENT ARBITRATORS SET UP BY EITHER THE NEW YORK STOCK EXCHANGE, INC., OR NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., AS I MAY DESIGNATE. IF I DO NOT NOTIFY YOU IN WRITING WITHIN FIVE (5) DAYS AFTER I RECEIVE FROM YOU A WRITTEN DEMAND FOR ARBITRATION, THEN I AUTHORIZE YOU TO MAKE SUCH A DESIGNATION ON MY BEHALF. 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 PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; 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;
- (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.

▼ PLEASE DETACH AND RETAIN THIS PAGE FOR YOUR RECORDS ▼