

Brokerage **Portfolio**SM

Brokerage Portfolio Asset Management Account Application

The enclosed application and Customer Agreement (the "Agreement") describe the terms and conditions governing a Brokerage Portfolio Account ("Account").

You will find the application on page one of this booklet separated into three parts.

The first part (sections 1-9) includes information required by National Financial Services LLC ("NFS"), the second (sections 10-20) is information required by your Broker/Dealer. Please retain the third part, the Agreement, for future reference.

Brokerage Portfolio combines the following services in one convenient account. For a minimum total initial investment of \$15,000, Brokerage Portfolio offers:

- **Brokerage Services**, including a broad selection of investment choices and over 4,000 mutual funds.
- **Unlimited Checkwriting** provided by PFPC Trust Company, a subsidiary of PNC Bank.
- **VISA Gold® Debit/ATM Card** with access to over 600,000 VISA ATMs in the United States, and 133 countries around the world.
- **Choice of Money Market Mutual Funds** for transaction settlements; choose from taxable, tax-exempt or proprietary money market mutual funds.
- **Margin Borrowing Privileges** subject to the minimum equity and maintenance requirements outlined in the Margin Account Information section of the Agreement.
- **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 insurance protection for cash and securities to supplement its SIPC coverage. This additional protection covers total net equity in excess of the \$500,000/\$100,000 coverage provided by SIPC. Neither coverage protects against a decline in the market value of securities.

If you have questions about Brokerage Portfolio, or would like assistance completing the enclosed application, contact your investment services representative.

This application must be preceded or accompanied by a prospectus.

If you have an existing brokerage account with us, please indicate your account number below and complete this application in order for your account to be upgraded to a Brokerage Portfolio Account. If you have an existing Brokerage Access account with us, please use the Asset Management Account Supplemental Application.

Upgrades may not be available for certain types of accounts, e.g. Retirement.

Account Number

-

Brokerage Portfolio Account Application

This section to be retained by NFS

1 Account Registration — Types of ownership are governed by the laws of your state of residence. If you need information about which are appropriate in your state, please consult your state tax officials or your tax advisor.

Please select the type of account you wish to establish. You may only open one account per application. Please contact your investment professional to request any additional forms if required.

- | | | |
|---|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Custodial – UTMA | <input type="checkbox"/> Partnership* |
| <input type="checkbox"/> Community Property | <input type="checkbox"/> Estate – Executor* | <input type="checkbox"/> Unincorporated Association* |
| <input type="checkbox"/> Joint Tenants – with Rights of Survivorship | <input type="checkbox"/> Estate – Administrator* | <input type="checkbox"/> Trust under Agreement* |
| <input type="checkbox"/> Tenants in Common (please complete Section 16) | <input type="checkbox"/> Estate – Personal Representative* | <input type="checkbox"/> Trust under Will* |
| <input type="checkbox"/> Tenants in Entirety | <input type="checkbox"/> Corporation* | |
| <input type="checkbox"/> Custodial – UGMA | <input type="checkbox"/> Limited Liability Company* | |
| <input type="checkbox"/> Other* | | |

*May require additional paperwork.

The margin feature of the Brokerage Portfolio Account is available only to those account registrations eligible and approved for margin trading.

2 Account Information If there are additional account holders, please fill out the supplemental information for each holder

Account Holder/Custodian Name	U.S. Social Security # or Tax Payer ID #	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>

Entity/Business/Trust/Estate Name

Legal Residential Address (No P.O. Boxes)

Street

City	State/Province	Zip Code/Postal Code	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Home Telephone	Work Telephone
<input type="text"/>	<input type="text"/>

Mailing Address (If different than legal address)

Street

City	State/Province	Zip Code/Postal Code	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Citizenship

- U.S. Citizen Resident Alien (RA) Non-Resident Alien (NRA)

If Non-Resident Alien, Indicate Country	If Non-Resident Alien, Indicate Passport Number
<input type="text"/>	<input type="text"/>



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Brokerage Portfolio Account Application

Account Number

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Acknowledgements

Are you a control person or affiliate of a publicly traded company as defined in SEC Rule 144? This would include, but is not limited to, 10% shareholders, policy making executives and members of the Board of Directors. No Yes

Name of Company and Trading Symbol 1 _____

Name of Company and Trading Symbol 2 _____

Name of Company and Trading Symbol 3 _____

3 Account Holder Information 2

Account Holder/Minor Name	U.S. Social Security # or Tax Payer ID #	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>

Citizenship

U.S. Citizen Resident Alien (RA) Non-Resident Alien (NRA)

If Non-Resident Alien, Indicate Country	If Non-Resident Alien, Indicate Passport Number
<input type="text"/>	<input type="text"/>

Acknowledgements

Are you a control person or affiliate of a publicly traded company as defined in SEC Rule 144? This would include, but is not limited to, 10% shareholders, policy making executives and members of the Board of Directors. No Yes

Name of Company and Trading Symbol 1 _____

Name of Company and Trading Symbol 2 _____

Name of Company and Trading Symbol 3 _____

4 Account Holder Information 3

Account Holder Name	U.S. Social Security # or Tax Payer ID #	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>

Citizenship

U.S. Citizen Resident Alien (RA) Non-Resident Alien (NRA)

If Non-Resident Alien, Indicate Country	If Non-Resident Alien, Indicate Passport Number
<input type="text"/>	<input type="text"/>

Acknowledgements

Are you a control person or affiliate of a publicly traded company as defined in SEC Rule 144? This would include, but is not limited to, 10% shareholders, policy making executives and members of the Board of Directors. No Yes

Name of Company and Trading Symbol 1 _____

Name of Company and Trading Symbol 2 _____

Name of Company and Trading Symbol 3 _____

5 Account Holder Information 4

Account Holder Name	U.S. Social Security # or Tax Payer ID #	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>

Citizenship

U.S. Citizen Resident Alien (RA) Non-Resident Alien (NRA)

If Non-Resident Alien, Indicate Country	If Non-Resident Alien, Indicate Passport Number
<input type="text"/>	<input type="text"/>



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Brokerage Portfolio Account Application

Account Number

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Acknowledgements

Are you a control person or affiliate of a publicly traded company as defined in SEC Rule 144? This would include, but is not limited to, 10% shareholders, policy making executives and members of the Board of Directors. No Yes

Name of Company and Trading Symbol 1 _____

Name of Company and Trading Symbol 2 _____

Name of Company and Trading Symbol 3 _____

6 Account Holder Information 5

Account Holder Name	U.S. Social Security # or Tax Payer ID #	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>

Citizenship

U.S. Citizen Resident Alien (RA) Non-Resident Alien (NRA)

If Non-Resident Alien, Indicate Country	If Non-Resident Alien, Indicate Passport Number
<input type="text"/>	<input type="text"/>

Acknowledgements

Are you a control person or affiliate of a publicly traded company as defined in SEC Rule 144? This would include, but is not limited to, 10% shareholders, policy making executives and members of the Board of Directors. No Yes

Name of Company and Trading Symbol 1 _____

Name of Company and Trading Symbol 2 _____

Name of Company and Trading Symbol 3 _____

7 Account Holder Information 6

Account Holder Name	U.S. Social Security # or Tax Payer ID #	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>

Citizenship

U.S. Citizen Resident Alien (RA) Non-Resident Alien (NRA)

If Non-Resident Alien, Indicate Country	If Non-Resident Alien, Indicate Passport Number
<input type="text"/>	<input type="text"/>

Acknowledgements

Are you a control person or affiliate of a publicly traded company as defined in SEC Rule 144? This would include, but is not limited to, 10% shareholders, policy making executives and members of the Board of Directors. No Yes

Name of Company and Trading Symbol 1 _____

Name of Company and Trading Symbol 2 _____

Name of Company and Trading Symbol 3 _____

8 Optional Account Services

Please complete this section if you would like any of these free optional services

Debit Card **Yes, I would like to order a VISA Gold® Debit/ATM Card.** I have indicated on the signature card the account holder(s) to whom a debit card should be issued (names will appear as they are written on this application). Cards will be mailed to the account holder's legal address. Account Holder Account Holder and Joint Account Holder(s)

Checking **Yes, I would like checking privileges.**

Please indicate how you would like the information printed on your checks.

Name(s) only as they appear on the account registration

Name(s) and mailing address as they appear on the account registration

All account holders authorized to write checks and receive a debit card must sign the enclosed signature card.

Please indicate the check style you prefer _____ (For current check styles, please contact your investment professional.)



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Brokerage Portfolio Account Application

Information for your Broker/Dealer

This section to be retained by the Broker/Dealer

Account Number

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10 Account Holder Information

Account Holder/Custodian Name	U.S. Social Security # or Tax Payer ID #	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>

Entity/Business/Trust/Estate Name

Personal Information

Marital Status: Single Married Number of Dependents _____

Employment Information

Your Broker/Dealer is required by industry regulations to obtain this information.

Status Employed Not Employed Retired

Source of Income (If not employed or retired)

Occupation

Employer

Employer Address

City	State/Province	Zip Code/Postal Code	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Affiliations

Are you affiliated with, or employed by a stock exchange or member firm of an exchange or the NASD or municipal securities broker/dealer? (If so, notification of your intent to open an account will be sent to your employer in accordance with current regulations.)

No Yes If yes, please name the company _____

11 Account Holder Information 2

Account Holder/Minor Name	U.S. Social Security # or Tax Payer ID #	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>

Employment Information

Your Broker/Dealer is required by industry regulations to obtain this information.

Status Employed Not Employed Retired

Source of Income (If not employed or retired)

Occupation

Employer

Employer Address

City	State/Province	Zip Code/Postal Code	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Brokerage Portfolio Account Application

Information for your Broker/Dealer

Account Number

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Affiliations

Are you affiliated with, or employed by a stock exchange or member firm of an exchange or the NASD or municipal securities broker/dealer? (If so, notification of your intent to open an account will be sent to your employer in accordance with current regulations.)

No Yes If yes, please name the company _____

12 Account Holder Information 3

Account Holder Name	U.S. Social Security # or Tax Payer ID #	Date of Birth

Employment Information

Your Broker/Dealer is required by industry regulations to obtain this information.

Status Employed Not Employed Retired

Source of Income (If not employed or retired)

Occupation

Employer

Employer Address

City	State/Province	Zip Code/Postal Code	Country

Affiliations

Are you affiliated with, or employed by a stock exchange or member firm of an exchange or the NASD or municipal securities broker/dealer? (If so, notification of your intent to open an account will be sent to your employer in accordance with current regulations.)

No Yes If yes, please name the company _____

13 Account Holder Information 4

Account Holder Name	U.S. Social Security # or Tax Payer ID #	Date of Birth

Employment Information

Your Broker/Dealer is required by industry regulations to obtain this information.

Status Employed Not Employed Retired

Source of Income (If not employed or retired)

Occupation

Employer

Employer Address

City	State/Province	Zip Code/Postal Code	Country

Brokerage Portfolio Account Application

Information for your Broker/Dealer

Account Number

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Affiliations

Are you affiliated with, or employed by a stock exchange or member firm of an exchange or the NASD or municipal securities broker/dealer? (If so, notification of your intent to open an account will be sent to your employer in accordance with current regulations.)

No Yes If yes, please name the company _____

14 Account Holder Information 5

Account Holder Name

U.S. Social Security # or Tax Payer ID #

Date of Birth

Employment Information

Your Broker/Dealer is required by industry regulations to obtain this information.

Status Employed Not Employed Retired

Source of Income (If not employed or retired)

Occupation

Employer

Employer Address

City

State/Province

Zip Code/Postal Code

Country

Affiliations

Are you affiliated with, or employed by a stock exchange or member firm of an exchange or the NASD or municipal securities broker/dealer? (If so, notification of your intent to open an account will be sent to your employer in accordance with current regulations.)

No Yes If yes, please name the company _____

15 Account Holder Information 6

Account Holder Name

U.S. Social Security # or Tax Payer ID #

Date of Birth

Employment Information

Your Broker/Dealer is required by industry regulations to obtain this information.

Status Employed Not Employed Retired

Source of Income (If not employed or retired)

Occupation

Employer

Employer Address

City

State/Province

Zip Code/Postal Code

Country

Brokerage Portfolio Account Application

Information for your Broker/Dealer

Account Number

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Affiliations

Are you affiliated with, or employed by a stock exchange or member firm of an exchange or the NASD or municipal securities broker/dealer? (If so, notification of your intent to open an account will be sent to your employer in accordance with current regulations.)

No Yes If yes, please name the company _____

16 Account Profile

If you have selected TENANTS IN COMMON for the Account Registration in Section 1, please complete this section: In the event of the death of either or any of the undersigned, the interests in the tenancy shall be equal unless otherwise specified immediately below. If interests are not to be equal, designate the percentage interest of each tenant:

Name	%	Name	%

Financial Information

Annual Income

From all sources*

- Under \$25,000
 \$25,000-\$50,000
 \$50,001-\$100,000
 Over \$100,000

List Amount _____

Estimated Net Worth

Exclusive of home and farm

- Under \$50,000
 \$50,000-\$100,000
 \$100,001-\$500,000
 Over \$500,000

List Amount _____

Investable Assets

Including cash and securities

- Under \$50,000
 \$50,000-\$100,000
 \$100,001-\$500,000
 Over \$500,000

List Amount _____

Federal Tax Bracket

- 15% and below
 25-27.5%
 over 27.5%

*For joint accounts, check your combined income.

Investment Objective — Please rank the Investment Objectives for this account in order of importance. (Highest = 1)

___ Preservation of Capital ___ Income ___ Capital Appreciation ___ Speculation ___ Trading Profits
 ___ Other Please specify _____

Optional Information

Risk Tolerance Conservative Moderate Aggressive Combination

General Investment Knowledge Extensive Good Limited

Specific Investment Knowledge - Please enter account holder's level of knowledge (None, Limited, Good, Extensive) OR year of first investment in the following:

Stocks _____ Bonds _____ Mutual Funds _____
 Options _____ Variable Contracts _____ Limited Partnerships _____

Investment Time Horizon

Short (0 - 5 years) Intermediate (6 - 10 years) Long (over 10 years) Combination

Bank Reference

Name of Bank		Account Number	
Branch/City	State	Zip Code/Postal Code	

Brokerage Portfolio Account Application

Information for your Broker/Dealer

Account Number

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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17 Core Fund Selection

I have selected the following money market mutual fund as my core account for automatic trade settlement and hereby acknowledge that I have received and read the prospectus for this fund.

Taxable Money Market Funds

- Prime Fund: Daily Money Class (FDAXX)
- Prime Fund: Capital Reserves Class (FPRXX)

U.S. Government Money Market Funds

- Treasury Fund: Daily Money Class (FDUXX)
- Treasury Fund: Capital Reserves Class (FSRXX)

Tax Exempt Money Market Funds

- Tax Exempt Fund: Daily Money Class (FDEXX)
- Tax Exempt Fund: Capital Reserves Class (FERXX)

Other

- Other Money Market Mutual Fund (Please list symbol) _____

If no selection is made, the default will be a Taxable interest-bearing credit balance designed to pay interest on cash balances awaiting investment.

18 Account Servicing Options

Sales (Select one)

- Remit proceeds
- Hold proceeds
- Auto sweep to bank account*

Purchases (Select one)

- Register certificates to account name/send certificates to account mailing address
- Hold securities in street name

Dividends and Interest (Select one)

- Pay all distributions in cash and send a weekly check
- Pay all distributions in cash and send a monthly check
- Pay all distributions in cash and send a check twice a month
- Pay all distributions in cash and send a quarterly check
- Pay all distributions in cash and handle the same as sales proceeds are handled
- Reinvest mutual fund dividends/all other distributions are handled the same as sales proceeds are handled
- Reinvest equity dividends/all other distributions are handled the same as sales proceeds are handled
- Reinvest mutual fund and equity dividends/all other distributions are handled the same as sales proceeds are handled

* Consult your Broker/Dealer to see if this is an option for you.

19 Options Agreement

- I would like to purchase options for my Brokerage Portfolio Account. An approved Options Application is required prior to trading.

Brokerage Portfolio Account Application

Information for your Broker/Dealer

Account Number

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20 Signatures

I understand that this account is governed by a pre-dispute arbitration clause, which is found on page 16 in the Customer Agreement. I acknowledge receipt of the pre-dispute arbitration clause.

Account Holder/Custodian

Date

M	M	-	D	D	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Account Holder 2 (Sign here, if applicable)

Date

M	M	-	D	D	-	Y	Y	Y	Y
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Account Holder 3 (Sign here, if applicable)

Date

M	M	-	D	D	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Account Holder 4 (Sign here, if applicable)

Date

M	M	-	D	D	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Account Holder 5 (Sign here, if applicable)

Date

M	M	-	D	D	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Account Holder 6 (Sign here, if applicable)

Date

M	M	-	D	D	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Principal Approval (Sign here)

Date

M	M	-	D	D	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Registered Representative (Sign here)

Date

M	M	-	D	D	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Brokerage PortfolioSM

Customer Agreement

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

Account Features

Securities Account: Upon application and approval, I understand that my Securities Account will be a margin account with NFS maintained for the primary purpose of purchasing, selling, or holding securities and other investments. Any margin credit is extended by NFS in accordance with its then-prevailing, margin credit policies. I have carefully reviewed the margin sections of this Agreement and determined that margin financing, should I choose to use it, is appropriate for me. I also understand that I may specifically decline all margin privileges by checking the box indicated above my signature on the Customer Application.

My Securities Account is designed to enable me to actively engage in securities investment activity. While there is no current minimum balance requirement other than industry regulation, I understand that my Broker/Dealer will periodically review my account activity, and reserves the right to charge reasonable inactivity fees or to close or transfer my account to a different brokerage account with different fees and services. My Broker/Dealer will notify me before any changes or charges are imposed.

Core Transaction Fund: My account statement details all activity in the Core Transaction Funds. This is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. Amounts contributed and received will be invested in the money market mutual fund of my choice (the “Core Fund”) subject to prior payment by you and on my behalf of any outstanding margin loan balances, card overdrafts, or other debit items arising from card usage, or obligation in my account including, but not limited to, Securities Account settlements. I agree that I will obtain and read the prospectus before investing any money.

Any free credit balances in the Securities Account (i.e., any cash that may be transferred out of the Securities Account without giving rise to interest charges) in excess of \$1 will be automatically invested on a daily basis in my Core Fund. Amounts of less than \$1 will automatically be invested weekly. Any fund I am able to later choose as my Core Fund will also be subject to these provisions.

Interest and dividends accrued daily are paid monthly on those free credit balances. A variable rate of interest or dividends may be paid on cash balances awaiting reinvestment (excluding any short credit balances) providing that accrued interest or dividends for any particular month equals or exceeds \$.005. The variable rate of interest paid will be determined by the average credit balance for the period in which uninvested assets remain in the account. NFS and/or My Broker/Dealer reserve the right to increase or decrease the rate of interest at any time without notice.

An investment in any money market mutual fund is not guaranteed by the FDIC or any other government agency. Although money market funds seek to preserve the value of my investment at \$1.00 per share, I understand that it is possible to lose money by investing in the Fund.

Investments by check may be promptly credited to my Core Fund on a daily or weekly basis in accordance with the above minimums for the automatic investments, and will earn dividends of the Core Fund as described in that fund’s prospectus, prior to final collection of such checks. I understand that access to the redemption proceeds of Core Fund shares purchased with monies so advanced may be withheld for up to seven business days, **20 business days for acceptable foreign checks**, to assure that such checks have been collected. Such withholding may result in dishonor of checks or rejection of card transactions or other debit items if monies are not otherwise available to me within the Brokerage Portfolio Asset Management Account.

Shares of the Core Fund will be redeemed at their net asset value, and I agree that such shares shall be automatically redeemed to satisfy debit balances in the Securities Account, debit card or check usage, electronic funds transfers, overdrafts, and other authorized debit items. If I so elect and upon my telephoned instructions, monies representing the redemption of Core Fund shares may be transferred to a bank account designated by me. Such monies shall be submitted, at your election, via the Federal Reserve Wire System or an automated clearinghouse system. Except as otherwise limited by federal or state law, I hereby ratify any such actions and agree that neither you nor a fund’s transfer agent will be liable for any loss, liability, cost, or expense (i) so long as they have acted in accordance with the procedures set forth herein or in the applicable fund prospectus, or (ii) for acting upon instructions with respect to money transfers given by any person if believed to be genuine, provided monies are transferred to the bank account designated by me. **I have received and read a copy of the prospectus of the Core Fund selected by me, containing a more complete description of it and its operations.**

Additionally, I hereby ratify any instructions given on this account and any account into or from which I exchange and agree that neither you, nor the fund’s transfer agent will be liable for any loss, cost or expense for acting upon such instructions (by telephone or writing) believed by them to be genuine and in accordance with the procedures described in the fund prospectus. I understand that it is my responsibility to read the prospectus of any other fund into which I exchange. Written instructions should be signed by all account holders.

Account Fee: I understand that I will be charged an account service fee for each month in which I maintain my Brokerage Portfolio Asset Management Account, that the amount of the fee may be changed, and that the Core Fund will assume various charges in connection with the Brokerage Portfolio Asset Management Account. I further understand that for any special services that are not part of the regular Brokerage Portfolio Asset Management Account and that are requested by me and performed by my Broker/Dealer, I will pay any customary service charges.

Payment of Items: I understand that all debit items, including checks, debit card transactions, Securities Account transactions, other account charges and other transactions will be accumulated daily, and that NFS will make payment of these items on my behalf to the extent sufficient funds are available. I will maintain sufficient assets in my account to satisfy all obligations as they become due. As used in this Agreement, the total of cash, Core Fund balances, and margin loan value shall be the “Collected Balance.” I understand that payment of any debit item in my account will be made, first, from any cash balance available that day (defined as cash available to me on demand without giving rise to margin interest charges), and second, when I have no remaining cash balance, from shares available in my Core Fund, and third, from any available margin loan value of my marginable securities. In the event margin credit is extended by NFS, interest will accrue beginning on the date credit is extended and is subject to the terms of the Margin Account Information portion of this Agreement. Payments for debit items will be made on my behalf in the following order as they become due:

First, securities transactions (including margin calls) and other account fees;

Second, debit card transactions; and

Third, my Brokerage Portfolio checks.

NFS and my Broker/Dealer shall not be responsible for the dishonor of any transaction due to an insufficient Collected Balance. Other transactions that I initiate or to which I have consented may also reduce the Collected Balance in my account.

Due to the transmission time of certain data between financial institutions, debit card authorizations may be limited even if funds were contributed or released to the Account the previous business day.

I understand that in the event any liability arises in my account that remains unpaid after payment is requested of me, NFS and my Broker/Dealer shall have the right to sell, liquidate, transfer, redeem, or otherwise apply any asset, money, property, security, or shares that I may now or ever have an interest in for the purpose of satisfying that obligation. No further demand or notice shall be required prior to taking such an action.

Termination of Features: Obligations arising under this Agreement shall survive the termination of this account as described in the "Termination of Account" section.

Optional Features

Checkwriting Privileges: I understand that by electing the checkwriting privilege for my account, I may write checks on the checking account established on my behalf at PNC Bank, which shall be governed by the rules of the bank and applicable state and federal law. I also understand that I will be charged customary fees for events or services such as stop payment requests, dishonored checks, copies of checks, or excessive checkwriting activity. I understand that checks will be dishonored if the Collected Balance in my account is insufficient to honor a check in full, and NFS, my Broker/Dealer and PNC Bank are not liable to me for any consequences of such dishonor.

Debit Card: I understand that if I apply for the debit card feature, PNC Bank must first approve my application. If approved, PNC Bank will issue a card to me and I am responsible for all card usage. I authorize NFS to debit my account to satisfy card transactions upon notice from PNC Bank. I understand that regardless of the Collected Balance in my account on a particular day, total debit card transactions (including merchant transactions, authorizations, and ATM withdrawals) may not exceed \$10,000 per day and may be lower in some cases. I also understand that debit card authorizations will reduce my collected balance but may not result in a completed debit card transaction.

I further understand that my usage of the debit card will be governed by PNC's Agreement and Disclosure Statement for this service and applicable state and federal law. This agreement will be mailed to me with my debit card.

Lost Debit Cards or Checks. I agree to notify PNC Bank immediately upon the loss or theft of debit cards or checks associated with my account.

Securities Account

References to the margin feature of the account in the following sections apply only to those accounts which are eligible and approved for margin. All other provisions apply to all accounts.

Nature of Services Provided: Upon acceptance of my application(s), I understand my Broker/Dealer will maintain an account for me at NFS, and my Broker/Dealer may buy or sell securities or other products according to my instructions. All decisions relating to my investment or trading activity shall be made by me, my Broker/Dealer or my duly authorized representative. Any information provided in this account application and agreement will be subject to verification, and I authorize my Broker/Dealer or NFS to obtain a credit report about me at any time. Upon written request, NFS or my Broker/Dealer will provide the name and address of the credit reporting agency used. I authorize NFS, my Broker/Dealer, and PNC to exchange credit information about me. You also may tape-record conversations with me in order to verify data concerning any transactions I request, and I consent to such recording. I also

understand that my account(s) is (are) carried by NFS, and I agree that all terms of this agreement also apply between me and NFS.

I understand that all Brokerage Portfolio Accounts include a margin account application. Margin trading is not required; I will only be eligible for margin trading if I qualify for margin privileges. I understand that margin trading is not for everyone, and I will examine my financial resources, investment objectives and tolerance for risk to determine whether margin trading is appropriate for me. Accordingly, I may choose not to apply for this margin privilege.

I understand that investing on margin involves the extension of credit to me and that my financial exposure could exceed the value of securities in my account. I agree to notify my Broker/Dealer in writing of any material changes in my financial circumstances or investment objectives.

If I do not want to purchase securities on margin but instead prefer to pay for my transactions in full, I must make payment by the settlement date shown on the transaction confirmation.

Applicable Rules and Regulations: All transactions are subject to the constitution, rules, regulations, customs, and usages of the exchange, market or clearinghouse where executed, as well as to any applicable federal or state laws, rules and regulations.

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 before acting upon the instructions of any account holder.

Settlement of Transactions: I agree to make available to my Broker/Dealer collected funds in an amount sufficient to cover the amount due on all transactions by 2 p.m. Eastern time on settlement date, and I agree to deliver my securities I have in my possession in sufficient time to be received by my Broker/Dealer one day before settlement date. My Broker/Dealer and NFS reserve the right to cancel or liquidate at my risk any transaction not timely settled.

Payment for Order Flow: My Broker/Dealer or NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include: 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 reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers.

My Broker/Dealer and/or NFS receives remuneration, compensation or other consideration for directing customer orders for equity securities to particular broker/dealers or market centers for execution. Such consideration, if any, takes the form of financial credits, monetary payments or reciprocal business.

Please Note: Orders placed through any telephone, electronic, or on-line trading systems cannot specify a particular market center for execution.

Purchase of Precious Metals: If I direct my Broker/Dealer to purchase precious metals for me, I understand: a) the Securities Investor Protection Corporation (SIPC) does not provide protection for precious metals, but if stored through NFS, they are insured by the depository at market value; b) precious metals are not marginable; c) precious metal investments can involve substantial risk due to rapid and abrupt price changes and, therefore, my Broker/Dealer and NFS cannot guarantee an advantageous purchase or liquidation price; and d) if I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes.

Choice of Marketplace: When securities may be traded in more than one marketplace, NFS may use its discretion in selecting the market in which to place my order.

Margin Account Information

Margin Requirements; Liquidation: I will maintain such margins as you require in your discretion at any time and will pay on demand any debit balance owing on any of my accounts. If any account is liquidated in whole or in part by you or me to satisfy the debt, I will be liable to you for any deficiency and shall make payment of such deficiency upon demand.

Margin calls are due on the date indicated regardless of the settlement date of the transaction. For most stocks and bonds, the settlement date is the third business day following the trade date. Settlement dates for U.S. government issues vary. Options settle on the next business day. Interest will be charged on any debit balance that remains in my account past the settlement date as explained in the Disclosure of Credit Terms on Transactions section of this Agreement.

Whenever in your discretion you deem it desirable for your protection (and without the necessity of a margin call), including, but not limited to: extreme market volatility or trading volumes; an instance where a petition in bankruptcy or for the appointment of a receiver is filed by or against me; an attachment is levied against my account; in the event of notice of my death or incapacity; or in compliance with the orders of any exchange, market or clearinghouse, you may, without prior demand, tender, and without any notice of the time and place of sale, all of which are expressly waived, sell any or all securities or related contracts that may be in your possession, and at your selection, or which you may be carrying for me, or buy any securities or related contracts of which my account or accounts may be short, in order to close out in whole or in part any commitment on my behalf. You also may place stop orders with respect to such securities and such sale or purchase may be made at your discretion on any exchange or other markets during regular or extended trading sessions where such business is then transacted, or at public auction or private sale, with or without advertising, and neither any demands, calls, tenders or notices which you may make or give in any one or

more instances nor any prior course of conduct or dealings between us shall invalidate the aforesaid waivers on my part. You shall have the right to purchase for your own account any or all of the aforesaid property at such sale, discharged of any right of redemption which is hereby waived.

Additional Collateral: You may request additional collateral in the form of marginable securities or cash whenever you deem it necessary or advisable at your sole discretion, or if there is a decline in the market value of securities in the margin account. All securities in any of my accounts are collateral for debit balances in this account, and a lien is created by these debits to secure the amount owed you. This means securities in these accounts can be sold by you to redeem or liquidate any debit balances in these accounts.

Rate of Interest: I agree to be charged interest on any credit NFS extends to or maintains for me for purchasing, trading, or carrying securities. The annual rate of interest which will be charged on average debit balances will be calculated by a formula based on the rate for broker's call money published in *The Wall Street Journal* (or substitute publication) and, therefore, is subject to change without notice in accordance with changes in the broker's call money rate. Calculated by computer, the interest on combined balances from all cash and margin accounts is arrived at by multiplying the average debit balance by the effective rate of interest divided by 360, times the number of days a daily debit balance was maintained during the interest period. Interest is computed monthly on the average debit balances during the month. If rates change during the month, separate charges will be shown for each interest period under the different rate.

With the exception of credit balances in the Short Account and Income Account, all other balances in all of your accounts are combined to determine the daily balance and interest is charged to the margin account based on the average of any resulting daily debit balances.

I agree that, in giving orders to sell, all "short" sale orders will be designated as "short" and all "long" sales orders will be designated as "long" and that the designation of a sell order as "long" is a representation on my part that I own the security and that I have delivered or will deliver by settlement date such security to you.

Disclosure of Credit Terms on Transactions: Securities and Exchange Commission Rule 10b-16 requires a broker who extends credit to a customer in connection with any security transaction to furnish the customer specified information describing the terms, conditions, and methods pursuant to which interest charges are made to customers' accounts. The following information is provided to me in conformity with that rule.

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

The annual rate of interest I will be charged may vary from a minimum of 1/2% to a maximum of 2% above the brokers' call money rate, depending upon the amount of my average debit balance.

Current rates are as follows:

Average Debit Balance	Interest to be Charged Above Brokers' Call Money Rate
0-\$ 9,999	2%
\$10,000-\$24,999	1 1/2%
\$25,000-\$49,999	1%
\$50,000 and over	1/2%

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

My rate of interest will be changed without notice in accordance with changes in the brokers' call money rate and in my average debit

balance. When my interest rate is to be increased for any other reason, I will be given at least 30 days' written notice. When brokers' call rate is expressed as a range, NFS may apply the highest end of the range.

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

All securities or other property held by NFS in any of my accounts are collateral for any debit balances. A lien is created by those debits to secure the amount of money owed to you. This means securities in any of my accounts can be sold to reduce or liquidate entirely any debit balances in my accounts, as authorized in the Margin Account Information portion of this Agreement.

If there is a decline in the market value of the securities which are collateral for my debits, it may be necessary for you to request additional margin. Ordinarily, a request for additional margin will be made when the equity in the margin account (the market value of the securities in the account in excess of the debit balance) falls below your margin maintenance requirements, which may change from time to time without notice. You retain the right to require additional margin any time you deem it desirable. Margin calls can be met by delivery of cash or additional securities.

You reserve the right to increase maintenance requirements and to request additional collateral at anytime at your discretion. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from a public assistance program, or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is: Securities and Exchange Commission, 450 Fifth Street NW, Washington, DC 20549.

Other Charges. Separate interest charges at an annual rate of 2% above brokers' call money rate may be made in the Cash Account in connection with:

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

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

Example:

Broker's Call Money Rate of 8%

Applicable Interest Rate 10%

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

\$23,500 divided by 3 equals \$7,833 (daily average balance), times 10% (applicable rate) divided by 360 equals \$2.18 (the daily interest

charge), times 3 (the number of days account had a net debit balance during the interest period) equals an interest charge of \$6.53.

Marking to Market. The credit balance in the Short Account will be decreased or increased in accordance with the corresponding market values of all short positions. Corresponding debits or credits will be posted to the Margin Account. These entries in the Margin Account will, of course, affect the balance on which interest is computed.

Credits in my Short Account, other than Marking to Market, will not be utilized to offset my Margin Account balance for interest computation.

General Account Information

Security Interest: Loan of Margin Securities. Any credit balances, securities, assets or related contracts, and all other property in which I may have an interest held by NFS or carried for my accounts shall be subject to a general lien for the discharge of my obligations to you (including unmatured and contingent obligations), and you may sell, transfer, or assign any such assets or property to satisfy a margin deficiency or other obligation whether or not you have made advances with respect to such property. Without notice to me, such property may be carried in your general loans, and all securities may be pledged, repledged, hypothecated, or rehypothecated separately or in common with other securities or any other property for the sum due to you, or for a greater sum, and without retaining in your possession and control for delivery a like amount of similar securities or other property. At any time in your discretion, you may, without notice to me, apply and/or transfer any securities, related contracts, cash or any other property interchangeably between my accounts, whether individual or joint, from any of my accounts to any account guaranteed by me.

You are specifically authorized to transfer to my cash account, on the settlement day following a purchase made in that account, excess funds available in any of my accounts, including, but not limited to, any free balances in any margin account sufficient to make full payment of this cash purchase. I agree that any debit occurring in any of my accounts may be transferred by you at your option to my margin account.

In return for your extension or maintenance of credit in connection with my account, I acknowledge that the securities in my margin account, together with all attendant rights of ownership, may be lent to you or lent out to others. In connection with such loans, you may receive and retain certain benefits to which I will not be entitled. In certain circumstances, such loans may limit, in whole or in part, my ability to exercise voting rights of the securities lent.

I will not buy or sell any securities of a corporation of which I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to my Broker/Dealer that the securities are restricted.

Payment Upon Demand: I am liable for payment upon demand of any debit balance or other obligation owed in any of my accounts or any deficiencies following a whole or partial liquidation, and I agree to satisfy any such demand or obligation. Interest will accrue on any such deficiency at prevailing margin rates until paid. I agree to reimburse my Broker/Dealer and NFS for all reasonable costs and expenses incurred in the collection of any debit balance or unpaid deficiency in any of my accounts, including, but not limited to, attorneys' fees.

By signing this Agreement, I hereby grant to NFS and its affiliates, to secure the payment and performance in full of all of the Obligations (as hereinafter defined), a security interest in and pledge and assign to NFS and its affiliates the following properties, assets and rights, whether now owned or hereafter acquired or arising, whether individually or jointly owned and/or held by me with others, and all proceeds and products thereof (all of the same being hereinafter called the "Property"): any and all securities and other investment property (including investment company securities and securities accounts), monies, credit balances, assets or related contracts and deposit

accounts, to the extent any of the foregoing may now or hereafter be (i) held, carried and/or maintained by NFS and/or any of its affiliates, (ii) held, carried or maintained by NFS and/or any of its affiliates through any correspondent broker/dealer of NFS ("broker/dealer"), (iii) in the possession or control of NFS or any of its affiliates for any purpose, including for safekeeping, or (iv) held, carried or maintained or in the possession or control of the Fidelity Group of Funds, Fidelity Service Company, Inc., as a transfer agent for the Fidelity Group of Funds or any sub transfer agent of the Fidelity Group of Funds. All terms defined in the Uniform Commercial Code of the Commonwealth of Massachusetts and used herein shall have the same definitions herein as specified therein; however, if a term is defined in Article 9 of the Uniform Commercial Code of the Commonwealth of Massachusetts differently than in another Article of the Uniform Commercial Code of the Commonwealth of Massachusetts, the term has the meaning specified in Article 9. For purposes hereof, the term "Obligations" shall mean any and all indebtedness, liabilities or other obligations (including unmatured and contingent obligations) now or hereafter owed by me to NFS, any of NFS's affiliates or any broker/dealer, including, but not limited to, any such indebtedness, liabilities or other obligations arising under this Agreement.

If a default shall have occurred and be continuing, NFS and its affiliates, without any other notice to or demand upon me, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under Article 9 of the Uniform Commercial Code of the Commonwealth of Massachusetts and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Property is located, including, without limitation the right to take possession of the Property. Without limiting the foregoing, I understand that in the event any Obligation remains unpaid after payment is requested of me, NFS shall have the right to sell, liquidate, transfer, or assign such Property to satisfy any such Obligation whether or not NFS has made advances with respect to such Property. No further demand or notice shall be required prior to taking such an action. NFS shall have the discretion to determine which Property is to be sold, liquidated, transferred or assigned. Neither NFS nor any of its affiliates shall be required to marshal any present or future collateral security (including but not limited to the Property) for, or other assurances of payment of, the Obligations or any of them or resort to such collateral security or other assurances of payment in any particular order.

I agree to cooperate with NFS and its affiliates and to execute such further instruments and documents as NFS or its affiliates shall reasonably request to carry out to their satisfaction the transactions contemplated by this Agreement.

Receipt of Communications: Communications by mail, messenger, telegraph, or otherwise sent to me at the address of record listed on the application or any other address I may give my Broker/Dealer in writing are presumed to be delivered to and received by me whether actually received or not. A statement of all transactions will be mailed to the address of record, monthly or quarterly, depending on activity. I understand that I should promptly and carefully review the transaction confirmations and periodic account statements and notify my Broker/Dealer of any errors. Information contained on transaction confirmations and periodic account statements is conclusive unless I object in writing within five and ten days respectively, after transmitted to me.

Extraordinary Events: You 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 their control, including, but not limited to, extreme market volatility or trading volumes.

Modification: No waiver of any provision of this agreement shall be deemed a waiver of any other provision, nor a continuing waiver to the provision or provisions so waived. No provision of this Agreement

can be amended or waived except in writing, signed by an authorized representative of NFS.

To the extent that any part of this application, Customer Agreement, Margin Disclosure Statement, and Disclosure of Credit Terms on Transactions ("the Documents") were obtained online by my Broker/Dealer, I represent to the best of my knowledge that the terms of the Documents have not changed and are identical to the terms as originally set forth by NFS and my Broker/Dealer. I acknowledge that any alteration of the Documents' original terms for my Brokerage Portfolio Account shall be null and void and I shall be bound by the terms of the original Documents as set forth by NFS and my Broker/Dealer. I also understand and acknowledge that any Agreements established by the above-referenced Documents may be terminated in the event that NFS, its agents, affiliates, or its successors has reasonable grounds to believe the Document(s) has/have been altered.

If any provision of this agreement is or at any time becomes inconsistent with any present or future law, rule or regulation of any entity having regulatory jurisdiction over it, that provision will be superseded or amended to conform with such law, rule or regulation, but the remainder of this Agreement shall continue and remain in full force and effect.

Termination of Account: This Agreement will remain in effect until its termination by me is acknowledged in writing by an authorized representative of NFS. You may terminate this Agreement upon written notice to me mailed to my last address given to you.

I understand that my Brokerage Portfolio Account may be terminated by me, my Broker/Dealer, or NFS at any time. Termination will result in the cancellation of all checkwriting, debit card, securities account and other features or privileges. I will remain responsible for all charges, debit items, or other transactions initiated or authorized by me whether arising before or after termination. If my Brokerage Portfolio Account is terminated for any reason, I agree to immediately destroy all unused checks and debit cards by cutting them in half and returning the destroyed cards to my Broker/Dealer. I understand that PNC may terminate debit card services without resulting in termination of my Brokerage Portfolio Account.

In the event my accounts are held directly at NFS due to my Broker/Dealer changing clearing firms or for other reasons, I understand that my account will be restricted. Such restrictions may include, but not be limited to loss of electronic trading privileges, ability to place liquidating orders only, and imposition of account maintenance fees. The commission and transaction fees charged in these cases may change.

Notice to the Customer ("You"):

New York Stock Exchange Rule 382 requires that your Broker/Dealer and NFS allocate between them certain functions regarding the administration of your 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 account information and documentation, (2) opening, approving and monitoring your account, (3) transmitting timely and accurate instructions to NFS with respect to your account, (4) determining the suitability of investment recommendations and advice, (5) operating and supervising your 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 of required books and records for the services it performs.

NFS shall, at the direction of your Broker/Dealer: (1) execute, clear and settle transactions processed through NFS by your Broker/Dealer, (2) prepare and send transaction confirmations and periodic statements of your 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 account, and (5) extend margin credit for purchasing or carrying securities on margin. Your Broker/Dealer is responsible for ensuring that your 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.

Governing Law: THIS AGREEMENT AND ITS ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS; SHALL COVER INDIVIDUALLY AND COLLECTIVELY ALL BROKERAGE PORTFOLIO ACCOUNTS AND OTHER BROKERAGE ACCOUNTS WITH MY BROKER/DEALER OR NFS WHERE APPROPRIATE WHICH THE UNDERSIGNED MAY OPEN OR REOPEN; SHALL INURE TO THE BENEFIT OF THE BROKER/DEALER'S OR NFS'S SUCCESSORS, WHETHER BY MERGER, CONSOLIDATION OR OTHERWISE, AND ASSIGNS, AND THE BROKER/DEALER OR NFS MAY TRANSFER MY ACCOUNT TO YOUR SUCCESSORS AND ASSIGNS, AND THIS AGREEMENT SHALL BE BINDING UPON MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

Pre-Dispute Arbitration Information: 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 BY A PANEL OF INDEPENDENT ARBITRATORS SET UP BY EITHER THE NEW YORK STOCK EXCHANGE, INC., OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., AS I MAY DESIGNATE. IF I DO NOT NOTIFY YOU IN WRITING OF MY DESIGNATION WITHIN FIVE (5) DAYS AFTER I RECEIVE FROM YOU A WRITTEN DEMAND FOR ARBITRATION, THEN I AUTHORIZE YOU TO MAKE SUCH 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.

Margin Disclosure Statement

To: The Customer (“You”):

Important Information about Using Margin

This document is being furnished to you to provide some basic information about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading securities in a margin account, you should carefully review the margin terms in your account application and agreement. Please contact your broker dealer regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from your brokerage firm. If you choose to borrow funds from your firm, you will open a margin account with National Financial Services LLC (“NFS”). The securities in your accounts are NFS’ collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, NFS and your broker dealer can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with NFS through your broker dealer, in order to maintain the required equity in the account. NFS may also take action to sell securities or other assets in your accounts held with NFS and with certain NFS affiliates.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- **You can lose more funds than you deposit in the margin account.** A decline in the value of securities you purchased on margin may require you to provide additional funds or margin-eligible securities to NFS to avoid the forced sale of any securities or assets in your account(s).
- **NFS and your broker dealer can force the sale of securities or other assets in your account(s).** If the equity in your account falls below the maintenance margin requirements or NFS’ higher “house” requirements, NFS or your broker dealer can sell the securities or other assets in any of your accounts held at NFS through your broker dealer to cover the margin deficiency. NFS may also take action to sell securities or other assets in your accounts held with NFS and certain NFS affiliates. You also will be responsible for any short fall in the account after such a sale, possibly including NFS’ and/or your broker dealer’s costs related to collecting the short fall.
- **NFS and your broker dealer can sell your securities or other assets without contacting you.** Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. In addition, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests prior to that date, including immediately selling the securities without notice to the customer.
- **You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call.** Because the securities and any other assets in your account(s) are collateral for the margin loan, NFS or your broker dealer has the right to decide which assets to sell in order to protect its interests.
- **NFS can increase its “house” maintenance margin requirements at any time and is not required to provide you advance notice.** These changes in firm policy often take effect immediately and may

result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause NFS or your broker dealer to liquidate or sell securities or any other assets in your account(s).

- **You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.
- **Short selling is a margin account transaction and entails the same risks as described above.** NFS or your broker dealer can buy in your account securities to cover a short position without contacting you, and may use all or any portion of the assets in your account to make such a purchase. If the assets in your account are not sufficient to cover the cost of such a purchase, you will be responsible for any shortfall, possibly including NFS and/or your broker dealer’s costs in collecting the shortfall.
- **In addition to market volatility, the use of bank card, check-writing and similar features with your margin account may increase the risk of a margin call.**

Margin credit extended by National Financial Services LLC, Member NYSE, SIPC

