

# RETIREMENT ACCOUNT CUSTOMER AGREEMENT



To my Broker/Dealer (“You”) and National Financial Services LLC (“NFS”), a Fidelity Investments company.

**In consideration of You and NFS opening one or more brokerage accounts as part of my Premiere Select Traditional IRA, Premiere Select Rollover IRA, Premiere Select SEP-IRA, Premiere Select SIMPLE IRA, Premiere Select Roth IRA, Premiere Select IRA Beneficiary Distribution Account, Premiere Select Roth IRA Beneficiary Distribution Account, Premiere Select Retirement Plan, and/or Premiere Select Retirement Plan Beneficiary Distribution Account (each of which is referred to herein as “account” or “retirement account”) on my behalf, I represent, warrant and agree as follows:**

1. I appoint You as my agent for the purpose of carrying out my directions to You in accordance with the terms and conditions of this Agreement with respect to the purchase or sale of securities in my account. To carry out your duties, You are authorized to place and withdraw orders and take such other steps to carry out my directions.
2. I understand that You will have access to informational tax reporting with regard to my retirement account, including IRS Form 1099-R and IRS Form 5498 reporting information, as applicable, unless I notify Fidelity Management Trust Company (“FMTC”), Custodian/Trustee of my retirement account, otherwise.
3. I understand that You have entered into an Agreement with NFS (a New York Stock Exchange, Inc. (“NYSE” member firm) to execute and clear all brokerage transactions.
4. I understand that FMTC, Custodian of my Premiere Select IRA or the Trustee of my Premiere Select Retirement Plan, as applicable, and NFS do not provide any investment advice as defined under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Internal Revenue Code of 1986, as amended (“Internal Revenue Code”) and/or any applicable securities regulations, nor do they give any legal or tax advice, in connection with this account, nor does NFS give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my order or the order of my authorized representative, except as otherwise described herein.

## 5. Individual Retirement Accounts

I understand and acknowledge that my Premiere Select IRA Application, Premiere Select SIMPLE IRA Plan Account Application or Premiere Select Retirement Plan Account Application, this Retirement Account Customer Agreement, the Premiere Select IRA Custodial Agreement and Disclosure Statement, Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, Premiere Select SIMPLE IRA Custodial Agreement and Disclosure

Statement, or the Premiere Select Retirement Plan and Trust Agreement, as applicable, include the terms and conditions of my relationship with You, NFS and FMTC, and my beneficiary(ies) are subject to and bound by the terms and conditions of these documents. I further understand and acknowledge that (i) my beneficiary is the individual(s), estate, trust or organization designated by me and received and accepted by NFS at the time of account opening, (ii) I may change my beneficiary designation at any time by contacting my PNFI Financial Advisor, and (iii) each subsequent beneficiary designation for my account that is received and accepted by NFS shall cancel and replace all previous designations for my account. Beneficiaries for assets held away from the brokerage account, such as annuity and insurance products, will be as designated on the carrier paperwork and may be different from those listed on the brokerage account. I have reviewed Article VIII, Section 8 of the Premiere Select IRA Custodial Agreement, Article IX, Section 9 of the Premiere Select Roth IRA Custodial Agreement, Article VIII, Section 8 of the Premiere Select SIMPLE IRA Custodial Agreement or Article 7, Section 7.4 of the Premiere Select Retirement Plan and Trust Agreement, as applicable, and understand that if I die and my designated beneficiary(ies) do not survive me, or I do not otherwise have a valid beneficiary designation on file with the NFS for my account, the default beneficiary provisions of the applicable Premiere Select Custodial Agreement or the Premiere Select Retirement Plan and Trust Agreement will govern, as appropriate.

**IRA for a Minor** - If this is a Premiere Select Traditional, Roth, Rollover, or SEP IRA or IRA-BDA for a minor, I understand NFS will maintain an account established under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act (“UGMA/UTMA”) for which I act as UGMA/UTMA Custodian. I understand that I represent and warrant the assets in the account belong to the minor, and all such assets, whether or not transferred out of the minor’s IRA, will only be used by me for the benefit of the minor. As used herein, “I” or “my” shall refer to the UGMA/UTMA Custodian. I acknowledge agreement with the following additional terms and conditions:

- The minor has earned income to contribute to an IRA (excluding IRA-BDAs).
- The maximum amount that may be contributed to the minor’s IRA (excluding IRA-BDAs) for any year is equal to the lesser of 100% of the minor’s compensation or the annual IRA contribution limit. (Please refer to the **Premiere Select IRA Contribution Guide** for information on annual IRA contribution limits.)
- I, the UGMA/UTMA Custodian, have read, understand, and agree to the terms and conditions set forth in the **Premiere Select IRA Application**, the **Retirement Account Customer Agreement (“Customer**

Agreement”), the **Premiere Select IRA Custodial Agreement and Disclosure Statement**, or the **Premiere Select Roth IRA Custodial Agreement and Disclosure Statement**, as applicable.

- The UGMA/UTMA Custodian will exercise the powers and duties of the Depositor as described in the Agreements.
  - The beneficiary of the IRA will be the minor’s estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, as indicated in Article VIII, Section 8(b)(2) of the Premiere Select IRA Custodial Agreement, or Article IX, Section 9(b)(2) of the Premiere Select Roth IRA Custodial Agreement, as applicable.
  - The minor’s IRA will contain the UGMA/UTMA Custodian designation in the IRA registration. The IRA Custodian shall have no responsibility to determine when the minor reaches the age of account termination or for determining whether any such notification is proper or valid under state or federal law.
  - Upon reaching the age of account termination in the state under which the account was first established, the UGMA/UTMA Custodian must advise the IRA Custodian in writing (accompanied by such supporting documentation as the IRA Custodian may require) that the minor is assuming sole responsibility to exercise all powers and duties associated with the administration of the IRA. Absent such written notice by the UGMA/UTMA Custodian, the IRA Custodian shall have no responsibility to acknowledge the minor’s exercise of such powers and duties of administration.
  - Acceptance by the IRA Custodian of the contribution to this IRA is expressly conditioned upon the UGMA/UTMA Custodian’s agreement to be responsible for all requirements and to exercise the powers and duties of the Depositor with respect to the operation of the IRA.
  - I understand that the minor will have access to information that I provide to You on this Application.
6. Although FMTC is a limited purposes trust company, I recognize that any investment company (e.g., any mutual fund/money market fund) in which this retirement account may be invested is not a bank and is not backed or guaranteed by any bank or insured by the FDIC.
7. **Account Protection.** Securities in accounts carried by NFS are protected in accordance with the Securities Investor Protection Corporation (“SIPC”) up to \$500,000. The \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims for cash, subject to periodic adjustments **for inflation in accordance with terms of the SIPC statute and approval** by SIPC’s Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit [www.sipc.org](http://www.sipc.org) or call 1-202-371-8300.
8. **Equity Dividend Reinvestment Service (the “Service”)**  
- **Provision of Equity Dividend Reinvestment Plan.** My

enrollment in the Service will be activated on the day I notify You by telephone, or within 24 hours after receipt of my written notification, that I wish to enroll an eligible security. Upon activation of my enrollment, I agree to be bound by this Agreement as well as any other agreements between us that apply to my brokerage account.

This service is subject to the terms and conditions set forth in this Section 11, and I understand that my dividend reinvestment options might be different if I were to hold securities directly with certain types of issuers, such as mutual funds, instead of through my retirement account.

I may direct You to add the Service to either all eligible securities in my account or selected eligible individual securities. My enrollment authorizes You to automatically reinvest cash dividends and capital gain distributions paid on such eligible securities held in my account (collectively, “dividends”) in additional shares of the same security.

To add or remove the Service with respect to securities in my account, I must notify You of my election on or before 9:00 p.m. Eastern Standard Time (EST) on the dividend record date for such security. If the dividend record date falls on a non-business day, then I must notify You on or before 9:00 p.m. EST one business day prior to the dividend record date for such security. Dividends will be reinvested on any shares of all enrolled securities provided that I own such shares on both the dividend record date and the dividend payable date.

Dividend reinvestment does not assure profits on my investments and does not protect against loss in declining markets.

I understand that You reserve the right to terminate or amend the Service and reinvestment plan described in this Section 11 at any time, without notice, including instituting commissions or transaction fees.

**Eligible Accounts.** The Program is available to brokerage customers who maintain cash, margin, or retirement brokerage accounts.

**Eligible Securities.** To be eligible for the Service, the enrolled security must be a closed-end fund or domestic common stock (including ADRs) which is margin eligible (as defined by NFS) and listed on the New York Stock Exchange or the American Stock Exchange, or traded on the National Association of Securities Dealers Automated Quotation System (“NASDAQ”). In order for my enrollment to be in effect for a given security, my position in that security must be settled on or before the dividend record date. Foreign securities and short positions are not eligible for the Service. Eligible securities must be held in street name by NFS or at a securities depository on behalf of NFS.

If I attempt to enroll a security for which I have placed a buy limit order which has not been filed, my enrollment election will be held for five (5) consecutive business days, at which point I must notify You of my desire to re-enroll the security for another five (5) consecutive business days.

If I am holding a security in my account that is ineligible for enrollment, and the security subsequently becomes eligible, any existing account-level reinvestment instructions will take effect for that security.

**Eligible Cash Distributions for Reinvestment.** Most cash distributions from eligible securities selected for participation in the Service may be reinvested in additional shares of such securities, including cash dividends and capital gain distributions. Cash-in-lieu payments, late ex-dividend payments, and special dividend payments, however, may not be automatically reinvested. If I enroll a security in the Service, I must reinvest all of its eligible cash distributions. I understand that I cannot partially reinvest cash distributions. I also understand that I cannot use any other funds in my brokerage account or any other account to make automatic reinvestment purchases.

**Dividend Reinvestment Transactions in Eligible Securities.** On the dividend payable date for each security participating in the Service, You will credit my account in the amount of the cash dividend to be paid (less any amounts required by law or agreement to be withheld or debited). Three (3) business days prior to the dividend payable date, NFS will combine cash distributions from my account with those from other customers requesting dividend reinvestment in the same security and use these funds to purchase securities for me and the other customers on a best efforts' basis. My account will be credited with the number of shares equal to the amount of my funds to be reinvested in a particular security divided by the purchase price per share. If several purchase transactions are required in order to reinvest my and other customers' eligible cash distributions in a particular security, the purchase price per share will be the weighted average price per share for all such shares purchased.

Under certain conditions a dividend may be put on hold by the issuing company. If a dividend is on hold on the payable date, reinvestment will not be performed. If a dividend is released from hold status after dividend payable date, dividend reinvestment will be performed on the date the dividend is actually paid.

If I liquidate shares of an enrolled security between the dividend record date and the business day prior to the dividend payable date, such shares will not participate in the Service and I will receive the dividend as cash in my core account. If I liquidate shares of an enrolled security on dividend payable date, such shares will participate in the Service.

I will be entitled to receive proxy voting materials and voting rights for an enrolled security based on my proportionate shares. For mandatory reorganizations, I will receive cash in lieu of my partial shares. For voluntary reorganizations, instructions I give You will be applied to my whole shares and the partial shares will be liquidated at market price.

**Partial Shares.** Automatic reinvestment of my eligible cash distributions may give me interests in partial shares of securities, which will be calculated to three decimal places. I will be entitled to receive dividend payments proportionate to my partial share holdings. If my account is transferred, if a stock undergoes reorganization, or if stock certificates are ordered out of an account, partial share positions, which cannot be transferred, reorganized, or issued in certificate form, will be liquidated at the closing price on the settlement date. The partial share

liquidation transaction will be posted to my account on the day following the settlement date. I may not liquidate partial shares at my discretion. If I enter an order to sell my entire whole share position, any remaining partial share position will be liquidated at the execution price of the sell and will be posted to my account on the settlement day. No commission will be charged for the liquidation of the partial share position.

**Confirmations and Monthly Statements.** In lieu of separate immediate trade confirmation statements, all transactions made through the Service will be confirmed on my regular monthly brokerage account statement. I may obtain immediate information regarding a dividend reinvestment transaction on the day after the reinvestment date by calling You.

**Continuing Effect of Authorization; Termination.** I authorize You to purchase for my account shares of the securities I have selected for the Service. Authorizations under this section will remain in effect until I give You notice to the contrary on or before 9 p.m. EST on the dividend record date. If the dividend record date falls on a non-business day, then notice must be given on or before 9 p.m. EST at least one business day prior to the dividend record date. Such notice will not affect any obligations resulting from transactions initiated prior to Your receipt of the notice. I may withdraw completely or selectively from the program. If I transfer my account, I must re-enroll my securities for reinvestment. Enrollment elections for securities that become ineligible for the Service will be canceled after 90 days of continuous ineligibility.

**Automatic Dividend Reinvestment Transactions through the Depository Trust Company.** I understand that if I elect to participate in the Service, reinvestment for certain securities may occur through the Depository Trust Company's dividend reinvestment service (the "DTC program"). DTC and the issuer determine which securities participate in the DTC program. Only certain eligible DTC program securities will participate in the Service, and such eligibility is determined by NFS. I can obtain immediate information regarding DTC-eligible securities by telephoning You.

Securities eligible for reinvestment through the DTC program portion of the Service cannot participate in the cash reinvestment portion of the Service. If a DTC program-eligible security subsequently becomes DTC program ineligible and I have elected dividend reinvestment for that security, I will automatically continue to participate in the cash reinvestment portion of the Service. If a DTC program-ineligible security subsequently becomes DTC program eligible and I have elected dividend reinvestment for that security, then I will continue to participate in the Service through the DTC program portion of the Service for that security. No communication regarding these changes will be provided to me.

You will post the DTC program transaction to my account when the details, including determination of any discount, are made available to You by DTC. Such transactions, although not posted to my account on the dividend payable date, will be effective as of such date. If I liquidate my shares after the dividend record date, but before the

DTC program reinvestment is posted to my account, then I will receive the dividend in cash.

9. I understand that if I have elected to convert an IRA, other than a Premiere Select IRA, to a Premiere Select Roth IRA, then all parts of this Agreement, including the Application and the information herein, will apply to my Premiere Select IRA established to facilitate the conversion and to my Premiere Select Roth IRA. I understand that I cannot convert assets in my SIMPLE IRA to a Roth IRA until after the expiration of the two-year period, beginning on the date I first participated in a SIMPLE IRA Plan maintained by my employer.
10. If I am opening an account with a distribution from an employer-sponsored retirement plan, I certify that such a distribution is a qualified total or partial distribution, which qualifies for rollover treatment, and I irrevocably elect to treat this contribution as a rollover contribution.
11. If I am opening a Roth IRA or Roth IRA-BDA with a rollover from an employer-sponsored retirement plan, I certify the rollover is from an eligible employer-sponsored retirement plan and the rollover contribution meets applicable Internal Revenue Code requirements.
12. In the event that any securities in my account become non-transferable, NFS may remove them from my account without further notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent. Please note the following:
  - There are no known markets for these securities.
  - NFS is unable to deliver certificates to me representing these positions.
  - These transactions will not appear on Form 1099 or any other tax reporting form.
  - The removal of the position will not be reported as a taxable distribution and any reinstatement of the position will not be reported as a contribution.
  - If transfer agent services become available sometime in the future, NFS will use its best efforts to have the position reinstated in my account.
  - Positions removed from my account will appear on my next available account statement following such removal as an "Expired" transaction.

By opening and maintaining an account with NFS, I consent to the actions as described above, and I waive any claims against You or NFS arising out of such actions. I also understand that You do not provide tax advice concerning my account or any securities that may be the subject of removal from or reinstatement into my account and I agree to consult with my tax advisor concerning any tax implications that may arise as a result of any of these circumstances.

13. In the event I become indebted to You or NFS in the course of operation of this account, I agree that I will repay such indebtedness upon demand. All securities and other property now or hereafter held, carried, or

maintained by NFS for any of my brokerage accounts, now or hereafter opened, including brokerage accounts in which I may have an interest, including, but not limited to, assets held in a bank sweep product, shall be subject to a lien for the discharge of all of my indebtedness and other obligations of the undersigned to You or NFS and are held by NFS as security for the payment of any of my liability or indebtedness to You or NFS in any of the said brokerage accounts. You and NFS shall have the right to sell, assign, or transfer securities, withdraw any funds from a bank sweep product, and apply, as appropriate, or any other property so held by You or NFS, from or to any other of my brokerage accounts whenever in your judgment You or NFS consider such a transfer necessary for your protection in enforcing your lien. You or NFS shall have the discretion to determine which securities and property are to be sold or withdrawn, and which contracts are to be closed. **No provision of this Agreement concerning liens, security interests, extensions of credit or other rights shall apply to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations, or guidance.**

When street name or bearer securities held for me are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/ redeemed securities by the issuer, transfer agent and/ or depository. If NFS is allocated a portion of the called/ redeemed securities, NFS utilizes an impartial lottery allocation system (the "Lottery Process"), in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS' allocations are not made on a pro rata basis and it is possible for me to receive a full or partial allocation, or no allocation. I 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 that my account is not subject to restriction under Regulation T or such withdrawal will not cause an under margined condition.

14. 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.
15. **To the extent that any part of this Customer Agreement, the related Application, Custodial Agreement and Disclosure Statement, or Premiere Select Retirement Plan and Trust Agreement ("the Documents"), as applicable, were obtained online by me, 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 FMTC or its successors, NFS, and You. I acknowledge that any alteration of the Documents' original terms shall be null and void, and I shall be bound by the terms of the original Documents as set forth by FMTC, NFS, and You. I also understand and acknowledge that any Agreements established by the above - referenced Documents may be terminated in the event that FMTC, its agents, affiliates, or its successors has reasonable grounds to believe the Document(s) has/ have been altered.**

16. **No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor a continuing waiver to the provision so waived. No provision of this Agreement can be amended or waived, except by an authorized representative of NFS.**

17. **I understand that sufficient funds must be in my account at the time I place any order to buy securities, including transaction costs and any applicable commissions or fees in addition to other amounts FMTC, NFS, or You may deem necessary.**

**NFS may offset regulatory transaction or activity fees that are assessed by certain self-regulatory organizations or regulatory authorities against NFS (“Activity Assessment Fees”). I acknowledge that NFS has the right to determine such offset of Activity Assessment Fees in its sole and exclusive discretion and that such offset of Activity Assessment Fees may differ from or exceed the regulatory transaction or activity fees in connection with your transactions. Such differences may be caused by various factors including, among other things, the rounding methodology used by NFS, the use of allocation accounts, transactions or settlement movements for which a regulatory transaction or activity fee may not be assessed, differences between the dates of fee rate changes and various other reasons. I acknowledge that NFS has made no representation that Activity Assessment Fees assessed to my account will equal the regulatory transaction fees assessed against NFS in respect of or resulting from my transactions.**

18. I understand I could lose money by investing in a money market fund. Although the fund seeks to preserve the value of my investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund sponsor has no legal obligation to provide financial support to the fund, and I should not expect that the sponsor will provide financial support to the fund at any time.

Fidelity’s government and U.S. Treasury money market funds will not impose a fee upon the sale of my shares, nor temporarily suspend my ability to sell shares if the fund’s weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

19. I understand that my account includes a core account investment vehicle (“core account”) that is used for settling transactions and holding credit balances. (See below for more information on your core account.) Amounts credited to the core account will be invested in the core account that is indicated on my retirement account application(s). I understand that if I do not select a core account, I authorize You to use Your default option as the core account. This will either be a specific money market mutual fund in which event You will provide the prospectus for that fund, or a bank sweep product in which event You will provide a disclosure document describing that product in detail. Different core accounts may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. I understand that if I do not select a core account, You may

not consider these differences when selecting a default core account for me.

20. I understand that if I (or in the event I do not, You) choose a Bank Deposit Sweep Program as my core account investment vehicle, cash balances in my Account will be automatically swept into interest-bearing deposit accounts at one or more federally insured banking institutions that are participating in the Bank Deposit Sweep Program (each, a “Bank”) as more fully described in the Disclosure Document. My cash balances held at each Bank will be eligible for FDIC insurance up to \$250,000 (principal plus accrued interest) per depositor in each insurable capacity per Bank, in accordance with applicable FDIC rules. All deposits (for example, deposits you may make at the Bank outside of the Bank Deposit Sweep Program plus the Bank Deposit Sweep Program cash balance) held by an individual in the same right and legal capacity and at the same Bank are insured up to \$250,000 as described above. Special rules apply to insurance of trust deposits. The amount of FDIC coverage will be limited by the number of Banks in the Bank Deposit Sweep Program, the number of Banks in which your money is deposited, and other factors as more fully described in the Bank Deposit Sweep Program disclosure document. All FDIC insurance coverage is in accordance with FDIC rules.

I understand that You and NFS will not monitor the amount of my bank sweep balance to determine whether it exceeds the limit of available FDIC insurance. I understand that I am responsible for monitoring the total amount of my assets on deposit with the Bank (including accounts at the bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to me on those deposits, including my bank sweep balance held at the Bank. If I am a trustee, I understand that I am responsible for determining the application of FDIC insurance for myself and my beneficiaries.

Information on account protection is set forth below.

21. I have received and read the appropriate prospectus or disclosure document for the core account designated in the attached retirement account application(s). I understand that my account statement details all activity in the core account. This statement is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. I understand if I have a money market fund for my core account, all core credits will be automatically swept into that fund — daily for amounts of \$1.00 or more or weekly for lesser amounts. All investments must meet the fund’s investment minimums. Money in my core account money market fund earns dividends, as described in the applicable fund’s prospectus. If in the future, I have a different money market fund for my core account, these provisions will still apply. I further understand that if I chose a money market mutual fund as my core account, some or all of the funds’ distribution and service plans, as allowed under SEC Rule 12b-1, permit the funds to pay fees to broker/dealers with respect to the distribution of the funds’ shares, and that You or NFS may receive such a fee as a result. I understand that You may charge additional fees and that neither NFS nor FMTC shall incur any liability for the payment of any fees to You from assets in my account.

If I have selected a bank sweep product as my core account, my core account credits (which are considered cash balances awaiting reinvestment) will be moved each day to the bank sweep. The rate of any interest paid is determined by the Bank(s) and/or You, as indicated in the applicable disclosure document, and may change at any time without notice to me. I understand that if I want to learn more, I may speak with an Investment Representative.

Indicating no choice is my authorization for You to use Your default option as the core account. This will either be a specific money market mutual fund in which event You have provided the prospectus for that fund, or a bank sweep product in which event You have provided a disclosure document describing that product in detail.

I further understand that You and NFS may receive compensation with respect to amounts invested in my core account and that I should review the appropriate prospectus or disclosure document for additional information. I have been provided a description of these fees and represent that these fees are reasonable in light of the services provided.

If the core account designated in my retirement account becomes unavailable, You may select an alternative core account in accordance with applicable rules and regulations, including the Internal Revenue Code and ERISA. In this event, I understand and agree that any or all credit balances in my account will be placed into the alternative core account. I understand that You may change the products available as core account options.

By signing the Account Application, I represent that I have read this Customer Agreement and understand, authorize and consent to You changing my core account if it becomes unavailable due to circumstances beyond Your control to another money market mutual fund or bank sweep product, if available, in accordance with applicable rules and regulations, including the Internal Revenue Code and ERISA. I agree to hold NFS, You and/or your agents harmless for any actions taken in connection with or resulting from changing my core account, including but not limited to any changes in the rate of return offered by the alternative core account.

22. I understand that NFS and FMTC reserve the right not to accept assets in my account until such time as NFS has received my completed paperwork, determined the same to be in good order, and accepts my retirement account on behalf of FMTC, as indicated by a letter of acceptance. I agree to indemnify and hold You, NFS, and FMTC and your officers, directors, employees, agents, affiliates, shareholders, successors, assigns and representatives harmless from any loss or liability that they or I may incur as a result of assets in my account not being accepted until such time as NFS has received my completed retirement account paperwork, determined the same to be in good order, and accepts my retirement account on behalf of FMTC.
23. I hereby acknowledge that there are fees associated with my retirement account. I understand that there is an Annual Maintenance Fee that may be paid separately (if consented to by NFS) or collected from my retirement account as disclosed in the PNCI Account Schedule

of Services and Fees. I understand that there is a Liquidation/Termination fee that will be collected directly from my retirement account when I liquidate or terminate my retirement account as disclosed in the PNCI Account Schedule of Services and Fees. I understand and hereby acknowledge that NFS or my Broker/Dealer may change the fees from time to time. I will contact my Broker/Dealer for further fee information.

If the annual fee amount is deducted from my core account, I must ensure that sufficient funds are available; if my core account has insufficient funds to cover the fee amount owed, my account may receive an unpaid fee posting; if an unpaid fee posting exists in my core account, and if I contribute to my IRA, part or all of the contribution will be applied to the unpaid fee posting, however, the full contribution amount will still be reported to the IRS (as applicable); my Broker/Dealer may sell any or all of my IRA assets to satisfy the IRA annual maintenance fee and any associated expenses such as brokerage commissions and/or liquidation charges; if I have an automatic periodic distribution scheduled for November and/or December, I must have an adequate balance in my core account to fund both the distribution amount and the IRA annual maintenance fee, otherwise the distribution may not be processed, and I may not meet minimum distribution annual requirements, if applicable.

If my retirement account is enrolled (or subsequently becomes enrolled) in a managed account program with You, I authorize NFS to deduct from my retirement account fees for financial advisory services rendered to me by my Broker, Financial Advisor, or Investments Professional (herein, "Investment Professional") in connection with my retirement account, and as described in my Premiere Select IRA Custodial Agreement and Disclosure Statement or my Premiere Select Retirement Plan and Trust Agreement, as applicable. I represent that I have reviewed the financial advisory fees with my Investment Professional. I understand that the determination of whether any financial advisory fees paid to You and/or my Investment Professional are reasonable for the services provided to me by You and/or Investment Professional is my sole responsibility, and that NFS and FMTC are not parties to any written agreements I may have entered into with You and my Investment Professional which allows for financial advisory fees to be charged by my Investment Professional. I acknowledge and agree that neither NFS nor FMTC will incur any liability for the payment of financial advisory fees to my Investment Professional, and I authorize NFS to accept instructions from You or my Investment Professional as to the amount and timing of the payment of financial advisory fees and to debit my account to pay such fees to my Investment Professional on my behalf. I understand You may charge fees in addition to or in lieu of those described herein, and that it is my obligation to ensure I comply with the IRA contribution, distribution, and prohibited transaction rules.

I understand that the financial advisory fees will be paid from the core account of my retirement account as described in this Customer Agreement. I understand this authorization will remain in effect until it is terminated by me, You or by NFS (or its agents, affiliates, or successors) in writing. I acknowledge and agree such termination shall not affect

any obligation or liability arising prior to termination. **NFS shall be entitled to rely conclusively upon any financial advisory fee instruction or direction received by You or my Investment Professional and NFS and FMTC shall be indemnified for any action or inaction with respect to honoring such instructions or directions.**

#### Use of Funds Held Overnight

As compensation for services provided with respect to accounts, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the accounts before investment; and disbursement amounts made by check prior to the check being cleared by the bank on which it was drawn. Any above amounts will first be netted against outstanding account obligations. The use of such amounts may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

(1) **Receipts.** Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, EFT or other means) will generally be invested in the account's core account by close of business on the business day following NFS's receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the core account purchase settles on the next business day. Note that amounts disbursed from an account (other than as referenced in Section 2 below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the account's core account. These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.

(2) **Disbursements.** NFS gets the use of amounts disbursed by check from accounts from the date the check is issued by NFS until the check is presented and paid.

(3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

24. Assets of the account may be held in a PNCI general account for short periods of time while waiting for investment instructions. The earnings on these assets (sometimes referred to as "float") during this period are kept by PNC Bank, National Association ("PNC Bank"), an affiliate of PNCI, as part of PNCI's compensation for providing services to your account. Information concerning the time frames during which PNC Bank may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

(1) **Receipts.** Amounts that are deposited into an account (by wire, check, EFT or other means) will generally be invested in the account's sweep investment vehicle by close of business on the business day following PNCI's receipt of such funds. PNC Bank gets the use of such amounts from the time it receives funds until the later of when the sweep investment purchase settles on the

next business day or when it matches such deposits with investment instructions.

(2) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by PNC Bank at an amount equal to the current Federal Funds Rate.

25. I understand that if I am re-registering a limited partnership, I may be charged a re-registration fee, up to the maximum of \$200, to change my registration to NFS.

26. Neither You nor NFS shall 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. Neither You nor NFS shall be responsible for any loss or expense relating to removal of assets from, or restrictions on trading in, securities in my account based on the actions of the issuer.

27. I understand that all debit items, including without limitation, checks, securities account purchases, and electronic funds transfers, will be accumulated daily, and that NFS will promptly pay each on my behalf to the extent that sufficient funds can be provided from amounts contributed by me or on my behalf and available that day, or from proceeds of redemption of fund shares or other assets in my accounts, or withdrawal of funds from my bank sweep, which NFS is authorized to redeem or withdraw to pay such items. I will maintain sufficient assets in my account to satisfy all obligations as they become due.

NFS shall not be responsible for the dishonor of any transaction due to insufficient collected balance. Other transactions that I initiate, or to which I have consented, may also reduce my collected balance.

I understand that if the collected balance in my account is insufficient to pay any item, such items will not be honored. I will promptly return to NFS any assets that NFS distributes to me but to which I am not entitled.

If a check issued to me from my account remains uncashed and outstanding for at least six months, I authorize and instruct NFS to cancel the check and return the underlying proceeds to me by depositing the proceeds into my core account.

In the event I hold a money market mutual fund in my Core Account that is subject to a liquidity fee or redemption gate (as described in more detail in the fund's prospectus), upon notice to NFS by the fund that a liquidity fee or redemption gate has been imposed, NFS will remove the impacted fund from my Core Account and I will hold that fund as a non-core position in my account. Any future core transaction sweeps to the impacted money market mutual fund will cease and amounts in my account awaiting reinvestment will be held in a free credit balance as described in this agreement. The cash available and running collected balance in my account will be reduced by the amount of the value of the impacted money market mutual fund if the fund had been included in the cash available and running collected balance. Payment of debit items from my account will continue to be paid as described in this agreement, but NFS will only

pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted. NFS and/or your Broker/ Dealer will help facilitate the selection of a different Core Account.

In the event I hold a money market mutual fund in my account that is held outside of my Core Account that is subject to a liquidity fee or redemption gate (as described in more detail in the fund's prospectus), upon notice to NFS by the fund that a liquidity fee or redemption gate has been imposed, the cash available and running collective balance in my account will be reduced by the amount of the value of the impacted money market mutual fund. Payment of debit items from my account will continue to be paid as described in this agreement, but NFS will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted.

I acknowledge that if a money market mutual fund held in my account imposes a liquidity fee or redemption gate, the money market mutual fund may not provide NFS with much, if any, advance notice of such liquidity fee or redemption gate. As a result, I may not be notified of such liquidity fee or redemption gate when I submit a trade. However, as instructed by the fund (and disclosed in the fund prospectus), my trade will be subject to such liquidity fee or redemption gate, and it may be applied to my trade retroactively.

28. The reasonable costs of collection of any unpaid deficiency in my retirement account, including attorneys' fees incurred by You or NFS, shall be reimbursed by me to You or NFS.
29. To help the government fight the funding of terrorism and money laundering activities, Federal law and contractual obligations to NFS require that You obtain my name, date of birth, address, and a government-issued identification number before opening my account to verify my identity. In certain circumstances, You may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. My account may be restricted and/or closed if You and/or NFS cannot verify this information and I agree that You and NFS are authorized to and may liquidate any positions in securities or other financial instruments in my account, as You or NFS deem necessary in order to close the account. Neither You, NFS, and FMTC nor your officers, directors, employees, agents, affiliates, shareholders, successors, assigns and representatives will be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information or from any restriction placed upon, or closing of, my account. NFS does not permit bearer-share entity accounts known to NFS on its platform. If it comes to NFS' attention that an entity account has issued or is permitted to issue bearer shares, NFS will restrict the account to permit liquidations only.

Any information I provide to You may be shared by You and/or NFS with third parties for the purpose of validating

my identity and may be shared for other purposes in accordance with Your applicable privacy policy and the National Financial Services LLC Privacy Policy. Any information I give to You may be subject to verification, and I authorize You and/or NFS to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. You and/or NFS also may monitor or tape-record conversations with me in order to verify data about any transactions I request, and I consent to such monitoring or recording.

30. PNCI prohibits the opening and/or serving of an account for non-resident alien. If a resident alien elects to open a brokerage account with PNCI, a copy of the client's Permanent Resident Card must be submitted. PNCI customers must have a valid United States legal and mailing address that can be verified.
31. Important Information about Phone Calls: By providing telephone number(s) to us, now or at any later time, you authorize PNC and its affiliates and designees to contact you regarding your account(s) with PNC and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages. You consent that any phone call with us may be monitored or reported by us.
32. I understand that my retirement account will be invested in accordance with my instructions as given from time to time to You. I understand and acknowledge that it is my responsibility to determine if the making or continuation of any investment in my account may give rise to a non-exempt prohibited transaction under the Internal Revenue Code and/or ERISA, as applicable.
33. I understand that I am deemed to have received a copy of the Premiere Select Traditional IRA Disclosure Statement and/or Premiere Select Roth IRA Disclosure Statement, as applicable, unless a request for revocation is made to the Custodian within seven (7) calendar days following acceptance of my retirement account by or on behalf of the Custodian, as evidenced by notification to me.
34. I am aware that various federal and state laws or regulations may be applicable to transactions in my account regarding the re-sale, transfer, delivery or negotiation of securities, including the Securities Act of 1933 (the "Securities Act") and Rules 144, 144A, 145 and 701 hereunder. I agree that it is my responsibility to notify you of the status of such securities and to ensure that any transaction I effect with You will be in conformity with such laws and regulations. I will notify You if I am or become an "affiliate" or "control person" within the meaning of the Securities Act with respect to any security held in my account. I will comply with such policies, procedures and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as you may require.

In order to induce you to accept orders with respect to the securities in my account, I represent and agree that, unless



I notify You otherwise, such securities or transactions therein are not subject to the laws and regulations regarding “restricted” and “control” securities. 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 You that the securities are restricted.

I understand that if I engage in transactions which are subject to any special conditions under applicable law, there may be a delay in the processing of the transaction pending fulfillment of such conditions. I acknowledge that if I am an employee or “affiliate” of the issuer of a security, any transaction in such security may be governed by the issuer’s insider trading policy, and I agree to comply with such policy.

35. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute; shall cover individually and collectively all retirement accounts which I may open or reopen with you; shall inure to the benefit of the successors of FMTC, NFS, or You, and assigns, whether by merger, consolidation or otherwise; and NFS may transfer my account to the successors and assigns. This Agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.

36. As applicable, I understand and/or represent that:

- NFS has the authority to accept orders and other instructions relative to the Trust accounts identified herein from those individuals listed on the application. The Trustee(s) may execute any documents on behalf of the Trust that You or NFS may require. By signing this form, the Trustee(s) hereby certify(ies) that You or NFS are authorized to follow the instructions of any Trustee and to deliver funds, securities, or any other assets in the NFS account to any Trustee or on any Trustee’s instructions, including delivering assets to a Trustee personally. NFS, in its sole discretion and for its sole protection, may require the written consent of any or all Trustees prior to acting upon the instructions of any Trustee.
- There are no other Trustee(s) of the Trust other than those listed on the Application or identified on a separate piece of paper attached to this Application **and as listed on the Trustee Certification of Investment Powers** form included with this Application.
- Should only one person execute this agreement, it shall be a representation that the signer is the sole Trustee. Where applicable, plural references in this certification shall be deemed singular.
- We, the Trustees, have the power under the Trust and applicable law to enter into the transactions and issue the instructions that we make in this account. Such power may include, without limitation, the authority to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account), and to trade securities on margin or otherwise (including the purchase and/or sale of option contracts) for and at the risk of the Trust. We understand that all orders

and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.

- To the extent that the employer-sponsored plan assets inherited by a Trust are being directly rolled to an IRA-BDA, as Trustee for the above-referenced Trust, I hereby certify that the trust is a qualifying non-spouse beneficiary for purposes of Section 402(c) of the Internal Revenue Code and is therefore eligible to directly roll over assets to an IRA-BDA.
- We, the Trustees, jointly and severally, indemnify and hold You, NFS and FMTC and your officers, directors, employees, agents, affiliates, shareholders, successors, assigns and representatives harmless from any claim, loss, expense, or other liability for effecting any transactions, and acting upon any instructions given by the Trustees. We, the Trustees, certify that any and all transactions effected and instructions given on this account will be in full compliance with the Trust.
- We, the Trustees, agree to inform You in writing of any change in the composition of the Trustees, or any other event that could alter the certifications made above
- We, the Trustees, agree that any information we give to NFS on this account will be subject to verification, and we authorize You and/or NFS to obtain a credit report about me (any of us) individually at any time. Upon written request, You or NFS will provide the name and address of the credit reporting agency used.

37. **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.

38. **Receipt of Communications.** Communication by mail, messenger, telegraph, electronic mail or electronic record, or otherwise, sent to me at the address of record listed on the Application or any other address I may give You 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 or instead of receiving these documents through the mail I may, if the service is offered by You, choose to receive electronic notification that statements and trade confirmations are available for online viewing. There is no fee for this option, and I may switch to or from it at any time. For more information, I understand that I should speak with my investment representative. I understand that I should promptly and carefully review the transaction confirmations and periodic account statements and notify You 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.

39. **Purchase of Precious Metals.** I understand and acknowledge that precious metals and other collectibles within the meaning of Internal Revenue Code Section 408(m) may not be purchased in retirement accounts except as otherwise permitted by ERISA and the Internal Revenue Code. If I direct You or NFS to purchase eligible gold, silver and platinum coins for me, I understand the following: a) The SIPC does not provide protection

for precious metals. However, metals stored through NFS are insured by the depository at market value. b) Precious metals investments can involve substantial risk, as prices can change rapidly and abruptly. Therefore, an advantageous purchase or liquidation cannot be guaranteed. c) If I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes. To the extent that collectibles, including precious metals, are held in an underlying trust or other investment vehicle such as an exchange traded fund, it is my responsibility to determine whether or not such an investment is appropriate for an IRA or retirement plan account and whether the acquisition of such investment may result in a taxable distribution from the IRA or retirement plan account under Section 408(m).

**40. Termination of Retirement Account.** This Agreement may be terminated in accordance with the terms and conditions set forth in the Premiere Select IRA Custodial Agreement, Premiere Select Roth IRA Custodial Agreement, or Premiere Select Retirement Plan and Trust Agreement, as applicable. My final instructions on record with NFS will be applied to any residuals or interest accruals after termination of my account.

My account balance and certain uncashed checks issued from my 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. If I initiate to transfer my account assets (in whole or partially) to another firm, I agree not to place any trade order as my order may not be accepted and any open orders may be cancelled.

#### NOTICE TO CUSTOMER

**41. Payment for Order Flow**

If You transmit orders (including those generated by reinvested dividends) through NFS, NFS in turn will send my orders to various exchanges or market centers based on a number of factors. Such factors include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, speed of execution, liquidity enhancement opportunities, 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. You will furnish payment for order flow and routing policies to me on an annual basis.

You and NFS receive 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.

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

#### 42. Investment Objective Descriptions

The typical investments listed with each objective are only some examples of the kinds of investments that have historically been consistent with the listed objectives. However, neither You nor NFS can ensure that any investment will achieve my intended objective. I acknowledge that I must make my own investment decisions and determine for myself if the investments I select are appropriate and consistent with my investment objectives.

I acknowledge and agree that neither You nor NFS assume any responsibility to me for determining if the investments I selected are suitable for me.

**Preservation of Capital.** An investment objective of Preservation of Capital indicates that I seek to maintain the principal value of my investments and I am interested in investments that have historically demonstrated a very low degree of risk of loss of principal value. Some examples of typical investments might include money market funds and high quality, short-term fixed-income products.

**Income.** An investment objective of Income indicates that I seek to generate income from investments and I am interested in investments that have historically demonstrated a low degree of risk of loss of principal value. Some examples of typical investments might include high quality, short and medium-term fixed-income products, short-term bond funds, and covered call options.

**Capital Appreciation.** An investment objective of Capital Appreciation indicates that I seek to grow the principal value of my investments over time and I am willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include common stocks, lower-quality, medium-term fixed income products, equity mutual funds, and index funds.

**Speculation.** An investment objective of Speculation indicates that I seek a significant increase in the principal value of my investments and I am willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value to pursue this objective. Some examples of typical investments might include lower quality, long-term fixed income products, initial public offerings, volatile or low-priced common stocks, the purchase or sale of put or call options, spreads, straddles and/or combinations on equities or indexes,\* and the use of short-term or day trading strategies.

**Trading Profits.** An investment objective of Trading Profits indicates that I seek to take advantage of short-term trading opportunities, which may involve establishing and liquidating positions quickly. Some examples of typical investments might include short-term purchases and sales of volatile or low-priced common stocks, put or

call options, spreads, straddles and/or combinations on equities or indexes\*. This is a high-risk strategy.

**Growth and Income.** An investment objective of Growth and Income indicates that I seek a mix of growing principal value and generating income from investments and I am willing to invest in securities with moderate historical risk of loss of principal while having the potential to pay income. Some examples of typical investments might include common stocks, medium-term fixed-income investments and growth and income mutual funds.

**\*Retirement accounts may not be approved for margin trading privileges. Margin is required to sell covered puts and uncovered puts and call options, conduct spreads, and to write straddles and combinations on equities or indexes.**

43. **FOR PNCI Managed Accounts ONLY.** I understand that for purposes of this Section 43, “you” and “your” shall refer to me as the account owner, and not my Broker/ Dealer. You authorize NFS, as agent for FMTC, to deduct a fee(s) from your retirement account specified above for services rendered to you in connection with your participation in the PNCI Capital Directions, Portfolio Solutions, or PNC Directions managed account program (“PNCI Managed Account Program”). You authorize NFS to accept instructions from PNCI as to the amount and timing of the payment of financial advisory fees on an on-going basis and to debit your account and pay PNCI on your behalf, such fees. You represent that you have been notified by your PNCI Financial Advisor of the financial advisory fees and agree to such fees. You understand that the determination of whether any fees paid from your retirement account are reasonable for the services provided to you shall be your sole responsibility. NFS shall be entitled to rely conclusively upon any instruction or direction received by PNCI as part of this fee authorization. You acknowledge that you have entered into a written service agreement with PNCI which sets forth the financial advisory fees to be charged by PNCI and authorized the deduction of a stated percentage or a fixed dollar amount to be deducted from your retirement account for financial advisory services rendered to you in connection with your participation in the PNCI Managed Account Program. You acknowledge this serves as authorization to NFS to deduct fee(s) from your retirement account for financial advisory services rendered to you in connection with your participation in the PNCI Managed Account Program. If you elect to have NFS pay a financial advisory fee(s) to your PNCI Financial Advisor, you understand that your PNCI Financial Advisor may communicate directly with NFS regarding the amount of such fee(s) and that you will receive written confirmation from NFS of the fee deduction. You understand that the fee(s) will be paid from the core account of your retirement account as specified above. You understand that this authorization will remain in effect until it is terminated by you or by the Custodian/Trustee of your retirement account in writing or in another manner acceptable to the Custodian/Trustee and NFS. Such termination shall not affect any obligation or liability arising prior to termination. You agree to indemnify and hold harmless FMTC, NFS and PNCI (and their affiliates, successors, agents, employees, officers, directors and control persons) from any claims, losses

or other adverse consequences that may result from implementing this authorization at your direction.

#### 44. **Online Account Access and Trading**

PNCI’s Online Trading Service (the “Service”) allows you to access your PNCI account(s) and enter orders to buy or sell certain securities online.

The Service provides you with the ability to enter orders to purchase or sell “Online Eligible Securities” electronically in your account(s). The Service is intended to be used only for self-directed trading activity. Online Eligible Securities include certain stocks, exchange traded funds (“ETFs”) and mutual funds that we make available to purchase or sell online at our discretion. In addition, we provide electronic access to your “Account Information” and to “Market Data”. Account Information includes an account summary, balances and positions, account activity, portfolio allocation, and tax lot information if available. Market Data includes price quotations, research and news stories. We may add to or eliminate information or services at any time without notice.

#### **Entry and Execution of Orders**

Orders for Online Eligible Securities generally may be entered through the Service during regular market hours, which are 9:30 a.m. to 4:00 p.m. ET Monday through Friday, excluding certain holidays. PNCI may interrupt the ability to enter orders through the Service during certain periods, such as periods of high demand, market volatility, systems upgrades or maintenance, or for any other reason, as will be indicated on our Internet site.

Only limit orders can be placed after regular market hours (“Extended Market Hours”) and will be submitted for the next day. There is no guarantee that any order placed during Extended Market Hours will be executed. If it is executed, there is no guarantee of the price at which the order is executed. Quotes and market prices during Extended Trading Hours can be extremely volatile and are independent of prices during regular market hours.

Do not assume that an order submitted online has immediately been executed. While most orders execute quickly, we may elect to review your order manually before it is executed. If your order is held for review you will receive the price at which your order executes in the marketplace. This may be different from the price at which the security is trading when your order is entered.

Orders that have already been executed cannot be modified or canceled. Only open limit orders or mutual fund orders that are still pending may be modified or canceled. Attempts to modify or replace executed orders may result in duplicate transactions for which you will be responsible. If you attempt to cancel an order, make sure the cancellation was effective by reviewing your order history before submitting another order.

#### **Types of Orders Available for Online Trading**

A market order is an order to buy or sell a security during market hours at the best available current price. A price cannot be specified for this type of order. We are obligated to execute a market order fully and promptly, without regard to price and the price at which a market

order executes may be significantly different than the quoted price at the time the order is placed. This order type guarantees execution, but does not guarantee execution price.

A limit order is an order to buy or sell a security at a specified price, the "limit price," or better. If there is too much movement in the market, or the stock never reaches the specified limit price, the trade will not be executed. A limit order is not a guarantee that your trade will be executed at your limit price, it does, however, eliminate the risk that your order will be filled at a price worse than your limit price.

A stop order, also referred to as a "stop-loss order," is an order to buy or sell a stock once the price of the stock reaches or passes through a specified price, called the "stop price." When the stop price is reached, a stop order becomes a market order. A buy stop order is entered at a stop price above the current market price, and generally is used to limit a loss or to protect a profit on a stock that an investor has sold short. A sell stop order is entered at a stop price below the current market price, and generally is used to limit a loss or to protect a profit on a stock that an investor owns. Stop orders in volatile markets will not guarantee an execution at or near the stop price.

A stop limit order is an order to buy or sell a stock that combines the features of a stop order and a limit order. Once the stop price is reached, a stop limit order becomes a limit order that will be executed at a specified price (or better). The benefit of a stop limit order is that the investor can control the price at which the order can be executed. The disadvantage is that your order may not be filled in certain fast market conditions.

### **Risks of Online Trading**

There is always a risk of loss when investing in securities, whether or not you trade online. For more information on the types of investments that are Online Eligible Securities and resources about investing both generally and online, please see the "Client FAQ document" in the important disclosures section of the order entry page. Certain additional risks are specific to online trading, including the risks discussed below.

Access to the Service may be delayed or unavailable during periods of high demand, market volatility, systems upgrades or maintenance, or for any other reason. During these periods, if the Service is available, updates to Market Data, including quotations, and Account Information, may be delayed and the information may not be accurate. We are not responsible for any delay or inaccuracy caused by such reasons.

The inability to place orders through the Service or delayed execution of orders placed through the Service during these periods may result in losses. If you are able to place orders through the Service during these periods, it is important to understand the price at which your order is executed may be significantly different from the displayed quote at the time the order was entered.

Periods of high market volatility are referred to as "fast markets". A "fast market" is a trading session where the markets experience high levels of price and trading

volatility. Extreme price fluctuations, backlogs, and order imbalances can result, causing wide price variances. The ability to execute orders in fast market conditions may be limited, and order execution may be delayed significantly.

Events that can trigger a fast market include:

- Highly anticipated initial public offerings ("IPOs").
- Important company news.
- A favorable or unfavorable analyst recommendation.
- National or world financial news or events.

Order cancellations are also affected by fast market conditions. Under fast market conditions, it may not be possible to cancel limit orders. If you cancel an order, make sure the cancellation actually occurs by reviewing your order history before entering a replacement order. If you replace your order prior to receiving confirmation of the cancellation, you may duplicate your order and execution. Any trades resulting from duplicate orders entered are your responsibility.

When the Service may be delayed or unavailable during fast markets or periods of high demand, market volatility, systems upgrades or maintenance, or for any other reason, we may temporarily halt online trading, requiring you to place trades through a representative in our PNC Investment Center. If this occurs you will be directed via an online banner message to call the PNC Investment Center at 855-PNC-INVEST (762-4683). High call volumes during such periods may also result in delays in reaching a representative or in the execution of orders.

The speed of your internet connection and internet service provider may also have an effect on the speed of order transmittal and execution.

While Market Data is obtained from sources we believe to be reliable, we cannot guarantee its accuracy, completeness, timeliness or correct sequencing.

Certain investors trading online may also be tempted to "overtrade" by trading more frequently than they would ordinarily or without fully considering their investment goals and risk tolerance. Overtrading can lead to decreased performance and increased costs.

### **No Recommendation of Day Trading**

By providing you with the ability to enter orders to buy and sell securities online, PNCI does not recommend, endorse, or promote "day trading," a strategy that generally involves placing orders to both sell and buy the same security on the same day. Day trading is extremely risky and is generally not appropriate for someone of limited resources and limited investment or trading experience and low risk tolerance. If you engage in day trading, you should be prepared to lose all of the funds that you invest.

### **Recommendations**

You understand and acknowledge that access to Market Data, Account Information, research information, or any other data or information made available through our online services does not in any way constitute a solicitation, recommendation, or advice.

Depending on what type of account you open, you may consult either with a PNCI Financial Advisor in person or over the phone, or with an Investment Sales Associate in the PNC Investment Center.

You understand and acknowledge that any recommendations made by PNCI representatives are intended to be acted on immediately by placing an order with your PNCI representative. If you wait to place an order after receiving such a recommendation, market conditions or other factors may change at any time after the recommendation is given, which may render the recommendation untimely, unwise or possibly no longer suitable. PNCI assumes no liability or responsibility for recommendations unless you place the order for the recommended transaction with the PNCI representative who makes the recommendation. You agree to place all transactions about which you have received a recommendation from a PNCI representative through that representative, who will enter the order as a solicited trade. Commissions or markups associated with solicited trades may be higher than those associated with unsolicited trades placed online, as described in the PNC Investments Fee Schedule.

#### **Information Use by Permission Only**

Any information provided through electronic access is our property or the property of others who allow us to distribute it to you and is provided only for your personal, non-commercial use. You may download this information and print out a hard copy; you may not remove any copyright or other notices.

You agree that you will not reproduce, share, modify, publish, broadcast, circulate, or commercially exploit any such information without our written consent and may not use it for any unlawful purpose. You also will comply with any request to preserve our or our providers' property rights in the information.

#### **Hardware and Software**

You are responsible for the equipment required to use these services, and for all fees and charges incurred by you in accessing them. You agree that you are solely responsible for minimum system requirements, and for obtaining, installing, configuring, and maintaining suitable equipment and software necessary to access online services and to secure your computer.

#### **Security**

You agree that you will keep your user id and password protected and confidential and monitor the activity in your account to ensure that all activity is authorized. If your user id and password are lost or stolen, or you notice any unauthorized activity in your account, notify us immediately at 855-PNC-INVEST (762-4683). We are not responsible for any unauthorized activity in your account.

#### **Confidentiality of Information**

We will use reasonable precautions to maintain the confidentiality of information you receive or provide; but there is no assurance that any Internet communication will remain confidential.

#### **Limitations**

We may impose additional requirements, limitations, or restrictions on your account and/or the online services as we see fit, without prior notice to you. Limitations may include restrictions on the number of transactions or the types of transactions or securities that you may enter electronically. You must monitor your account to determine whether any order you place was executed or rejected by us.

Requirements, limitations, or restrictions imposed by us may differ between accounts and/or between transactions entered via the Service and transactions entered outside of the Service.

#### **Order and Trade Confirmations**

You will receive trade confirmations in the mail for all orders executed through the online services unless you have agreed to receive confirmations electronically through email notification.

#### **No Warranties**

There are no implied warranties regarding the following:

- a) Completeness, accuracy and timeliness of information, including Market Data, available through our website. Price quotations may be delayed and may not reflect current prices.
- b) We reserve the right to terminate, limit, or change access to any portion of the online services. If at anytime you are unable to access your Account Information through our online services, you can contact the PNC Investment Center at 855-PNC-INVEST (762-4683), weekdays, 8 a.m. to 6 p.m. ET.
- c) We will not be liable for damage to your equipment or software caused by a computer virus.
- d) We assume no liability regarding information and software of third parties or any website not under our control (even if linked from, or to, our website), or for software or hardware developed by any third party (even if linked from, or to, our website). A link to another website does not signify an endorsement of the site or of any security referenced there.
- e) We will not be liable for losses resulting from causes beyond our control (failure of equipment or communication lines, problems with hardware or software, unauthorized access, trading halts, circuit breakers, market or exchange outages, severe weather, fires, war, terrorism, accidents, government actions, labor disputes, etc.).
- f) We are not required to make these services available to residents of any non-U.S. jurisdiction.

**INFORMATION, SERVICES AND FUNCTIONS ARE PROVIDED ON AN "AS IS/AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS REQUIRED BY LAW. WE ARE NOT LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE OR FOR YOUR ERRORS. IN ALL INSTANCES, LIABILITY FOR ANY ACTION OR OMISSION BY US SHALL BE LIMITED TO**

**THE BENEFIT THAT THE TRANSACTION WOULD HAVE RESULTED IN BETWEEN THE DATE OF THE TRADE AND THE TIME FOR SETTLEMENT UNDER ANY APPLICABLE LAW, RULE, OR REGULATION.**

**FINRA RULE 4311**

FINRA Rule 4311 requires that You and NFS identify the various functions that You and NFS each agree to perform regarding the administration of my brokerage account. The following is a summary of the allocation services performed by You and NFS. A more complete description is available upon request.

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

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

**45. Pre-Dispute Arbitration Agreement**

**This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**

- (A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (C) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- (D) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

- (E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

**All controversies that may arise between me, You and NFS 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 me, You and NFS whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify You in writing of my designation within five (5) days after such failure or after I receive from You a written demand for arbitration, then I authorize You and/or NFS to make such designation on my behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any 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.**

46. To the extent that any of the representations, warranties and/or certifications that I have made above is no longer accurate; I will immediately notify You and NFS.