

# TRANSFER ON DEATH ACCOUNT - Brokerage Account Instructions

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money-laundering activities, Federal law and contractual obligations to National Financial Services ("NFS") require that your Broker/Dealer verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, your Broker/Dealer 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. Your account may be restricted and/or closed if your Broker/Dealer and/or NFS cannot verify this information. Neither your Broker/Dealer nor NFS will be responsible for any losses or damages (including, but not limited to, lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, your account.

## 1. ACCOUNT SETUP

Please select the appropriate account registration by checking the box. Consult with your investment representative if you are unsure of the registration type that you would like listed on the account. Additional paperwork is required for estate or entity accounts.

## 2. PRIMARY ACCOUNT HOLDER

Please complete this section with the information for the Primary Account Holder only (such as the primary owner, authorized individual, custodian, administrator, trustee, partner, or participant). For entity accounts, complete this section for each authorized individual associated with the account. Every account requires a Primary Account Holder.

## 3. ENTITY ACCOUNT INFORMATION

Complete this section if account is being established for a business, trust or any non-individual organization. Enter Name, Taxpayer ID, Countries of Organization and Tax Residency, governmental identification information, and legal and mailing addresses. Provide personal information for each authorized individual in Section 2. Additional account holders or entities can be provided in Sections 7 and/or 8. All authorized individuals must sign in Section 9.

## 4. SUITABILITY

Your Broker/Dealer is required by the NASD and other regulators to obtain certain information. Refer to the Customer Agreement for the descriptions of the investment objectives.

## 5. ACCOUNT CHARACTERISTICS

- Indicate where you would like the proceeds from your sales to be sent. If you select Hold Proceeds, the monies from sales will be held in your Core Account. Send Proceeds will cause those sales proceeds to be sent to the address of record on your account. You may also select to send the proceeds to your bank account via EFT, Intra-Bank Payment ("IBP," also known as "DBSX"), or DVP (Delivery versus Payment).
- Indicate how you would like your securities to be held. By choosing Hold in Street Name, they will be held in this brokerage account.
- Indicate how dividends and interest should be handled.

If you choose to set up EFT instructions, please be aware of the following:

- Passbook savings accounts are not eligible.
- Your bank must be a member of the Automated Clearing House (ACH) system.
- There is a 7 bank business day pre-note period before the EFT link becomes active.
- You must attach a voided check or preprinted deposit slip from your bank account.

If you choose to set up IBP instructions, please be aware of the following:

- Make certain your Broker/Dealer supports IBP.
- You must attach a voided check or pre-printed deposit slip from your bank account.

## Core Fund

Indicate the fund name and trading symbol for the Money Market Fund you have selected as the Core Fund for this account. Refer to the Core Account section of the Customer Agreement for more information about how the Core Fund is used in your account. Consult with your Broker/Dealer for a list of available funds and their symbols. Please ensure you have read the fund prospectus before making a decision on the appropriate Core Fund. If you do not choose a fund as the investment vehicle for your core account, your Broker/Dealer may, at its discretion, invest your credit balances in a default fund the Broker/Dealer determines, or hold them in a taxable interest-bearing credit account.

## Additional Authorized Trader

You may use this section to authorize other persons to effect transactions on your account. You must also submit a Trade Authorization Form.

## Optional Features

If you would like to request margin trading privileges, options trading privileges or asset management features be added to the Account, please check the appropriate box and complete the additional applications.

## Duplicate Information

- Indicate if notification of changes to the account should be sent individually to each Account Holder.
- If you want copies of account statements and/or trade confirmations sent to additional parties, provide mailing address information in this section.

## 6. BENEFICIARY/FBO INFORMATION

You must indicate at least one primary beneficiary if your account selection is a Transfer On Death registration. You may also use this section to indicate For the Benefit Of (FBO) information for Trusts and Non-Prototype accounts. This section must be left blank for all other types of accounts.

## 7. ADDITIONAL ACCOUNT HOLDERS

Complete this section to provide information on additional account holders. You may photocopy this page if there are more than two holders listed on the account. All account holders must sign in Section 9.

## 8. ENTITIES THAT ARE ACCOUNT HOLDERS

Complete this section to provide information on account holders that are not natural persons, such as bank trust departments and plan administrators.

## 9. CUSTOMER AGREEMENT AND SIGNATURE

Before signing the Brokerage Account Application, you must carefully read the Brokerage Account Customer Agreement. All account holders and Authorized Individuals must sign their name.

For Branch Use Only		
BRANCH PREFIX	ACCOUNT NO.	
RR	RR2	AGENCY
Are Holders Employees of your B/D? <input type="checkbox"/> No <input type="checkbox"/> Yes		

## TRANSFER ON DEATH ACCOUNT - Brokerage Account Application

**Important Information** To help the government fight the funding of terrorism and money-laundering activities, Federal law and contractual obligations to National Financial Services LLC ("NFS") require that your Broker/Dealer verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, your Broker/Dealer 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. Your account may be restricted and/or closed if your Broker/Dealer cannot verify this information. Neither your Broker/Dealer nor NFS will be responsible for any losses or damages (including, but not limited to, lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, your account.

► All items marked with this symbol are required. Applications that are missing required information will not be processed.

### 1. ACCOUNT SETUP

You must indicate an account type (either personal or entity). 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. Additional paperwork is required for estate or entity accounts.

► No. of Account Holders: \_\_\_\_\_ Owners, trustees, custodians, authorized individuals

#### Personal Accounts

<input type="checkbox"/> TOD-TOD Individual <input type="checkbox"/> TODJ-TOD Joint Tenants w/ Rights of Survivorship <input type="checkbox"/> TODE-Joint by the Entirety <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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### 2. PRIMARY ACCOUNT HOLDER

Provide personal information on the primary individual associated with this account (such as the primary owner, authorized individual, custodian, administrator, trustee, partner, or participant). If there are additional account holders, see Section 7.

#### Personal Information

For Tenants in Common, indicate this owner's share: \_\_\_\_\_

<p>► FULL LEGAL NAME <i>first, middle, last</i> _____</p> <p>► DATE OF BIRTH <i>mm/dd/yyyy</i> _____</p> <p>DAY PHONE _____ EVENING PHONE _____</p> <p>E-MAIL _____</p> <p><input type="checkbox"/> Single/Divorced/Widowed    <input type="checkbox"/> Married    No. of Dependents: _____</p> <p>► Legal Address <i>No P.O. boxes</i></p> <p>ADDRESS LINE 1 _____</p> <p>ADDRESS LINE 2 _____</p> <p>CITY _____ STATE/PROVINCE _____ ZIP/POSTAL CODE _____</p> <p>COUNTRY _____</p>	<p>► COUNTRY OF CITIZENSHIP _____</p> <p>► <input type="checkbox"/> SOCIAL SECURITY NO.    <input type="checkbox"/> TAXPAYER ID NO.    ► COUNTRY OF TAX RESIDENCE _____</p> <p>► TYPE OF GOVERNMENT-ISSUED ID _____ ► ID NUMBER _____</p> <p>► STATE/COUNTRY OF ID ISSUANCE _____ ID ISSUANCE DATE _____ ► ID EXPIRATION DATE _____</p> <p>► Mailing Address    <input type="checkbox"/> Same as Legal Address</p> <p>ADDRESS LINE 1 _____</p> <p>ADDRESS LINE 2 _____</p> <p>CITY _____ STATE/PROVINCE _____ ZIP/POSTAL CODE _____</p> <p>COUNTRY _____</p>
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**Employer Information and Affiliations** *Attach additional sheet if needed.*

► **Employment Status**     Employed     Retired     Not Employed

OCCUPATION \_\_\_\_\_ INCOME SOURCE *If retired or not employed* \_\_\_\_\_  
 EMPLOYER NAME \_\_\_\_\_  
 ADDRESS LINE 1 \_\_\_\_\_  
 ADDRESS LINE 2 \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_

►  I am     I am not    a senior foreign political figure, or a family member or close relative of a senior foreign political figure.

List additional account holders in Section 7.

►  I am     I am not    a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer), or an immediate family or household member of such a person. *If yes, provide name of company:*

COMPANY NAME \_\_\_\_\_ COMPANY SYMBOL/CUSIP \_\_\_\_\_

►  I am     I am not    affiliated with, or employed by, a stock exchange or member firm of either an exchange, the NASD, or a municipal securities Broker/Dealer. *If yes, provide name of entity:*     Same as My Employer.

AFFILIATED ENTITY NAME \_\_\_\_\_  
 ADDRESS LINE 1 \_\_\_\_\_  
 ADDRESS LINE 2 \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_

**3. ENTITY ACCOUNT INFORMATION**

This section is only required for entity accounts. For additional holders, go to section 7 or 8.

► ENTITY NAME \_\_\_\_\_  
 ► TAX ID NUMBER \_\_\_\_\_ ► COUNTRY OF TAX RESIDENCE \_\_\_\_\_

► **Legal Address** *No P.O. boxes*

ADDRESS LINE 1 \_\_\_\_\_  
 ADDRESS LINE 2 \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE/PROVINCE \_\_\_\_\_ ZIP/POSTAL CODE \_\_\_\_\_  
 COUNTRY \_\_\_\_\_

► COUNTRY OF ORGANIZATION \_\_\_\_\_ TRUST DATE *Required for Trusts* \_\_\_\_\_  
 ► ENTITY ID DOCUMENT \_\_\_\_\_ STATE/COUNTRY OF ID ISSUANCE \_\_\_\_\_

► **Mailing Address**     Same as Legal Address

ADDRESS LINE 1 \_\_\_\_\_  
 ADDRESS LINE 2 \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE/PROVINCE \_\_\_\_\_ ZIP/POSTAL CODE \_\_\_\_\_  
 COUNTRY \_\_\_\_\_

**4. SUITABILITY**

**Financial Profile** *For joint accounts, provide combined information.*

<p>► <b>Annual Income</b> <i>From all sources</i></p> <p><input type="checkbox"/> Under \$25,000  <input type="checkbox"/> \$25,000 - \$50,000  <input type="checkbox"/> \$50,001 - \$100,000  <input type="checkbox"/> Over \$100,000</p> <p>\$ _____</p>	<p>► <b>Estimated Net Worth</b> <i>Excluding primary residence</i></p> <p><input type="checkbox"/> Under \$50,000  <input type="checkbox"/> \$50,000 - \$100,000  <input type="checkbox"/> \$100,001 - \$500,000  <input type="checkbox"/> Over \$500,000</p> <p>\$ _____</p>	<p>► <b>Investable/Liquid Assets</b> <i>Including cash and securities</i></p> <p><input type="checkbox"/> Under \$50,000  <input type="checkbox"/> \$50,000 - \$100,000  <input type="checkbox"/> \$100,001 - \$500,000  <input type="checkbox"/> Over \$500,000</p> <p>\$ _____</p>	<p>► <b>Federal Tax Bracket</b></p> <p><input type="checkbox"/> 15% or below  <input type="checkbox"/> 16%-28%  <input type="checkbox"/> Over 28%</p>	<p><b>Account Funding Source</b></p> <p><input type="checkbox"/> Asset appreciation  <input type="checkbox"/> Business revenue  <input type="checkbox"/> Inheritance  <input type="checkbox"/> Legal/insurance settlement  <input type="checkbox"/> Sale of assets  <input type="checkbox"/> Savings from earnings  <input type="checkbox"/> Other: _____</p>
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**Investment Profile**

<p>► <b>Investment Objectives</b> Rank your investment objectives for this account in order of importance (1 being the highest). Review the attached Customer Agreement for important information on investment objectives.</p> <p>___ Preservation of capital              ___ Income              ___ Capital appreciation              ___ Speculation              ___ Trading profits              ___ Other: _____</p>	<p>► <b>Risk Tolerance</b></p> <p><input type="checkbox"/> Conservative  <input type="checkbox"/> Moderate  <input type="checkbox"/> Aggressive  <input type="checkbox"/> Combination: _____</p> <p>► <b>Investment Time Horizon</b></p> <p><input type="checkbox"/> Short (0-5 years)  <input type="checkbox"/> Intermediate (6-10 years)  <input type="checkbox"/> Long (over 10 years)  <input type="checkbox"/> Combination: _____</p>	<p>► <b>General Investment Knowledge</b>    <input type="checkbox"/> Limited    <input type="checkbox"/> Good    <input type="checkbox"/> Extensive</p> <p>► <b>Investment Product Knowledge</b></p> <p>Please enter the account holder's level of knowledge in each of the following:</p> <table border="1"> <thead> <tr> <th></th> <th>None</th> <th>Limited</th> <th>Good</th> <th>Extensive</th> </tr> </thead> <tbody> <tr> <td>Stocks</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Bonds</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Mutual Funds</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Options</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Variable Contracts</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Limited Partnerships</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		None	Limited	Good	Extensive	Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Variable Contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Limited Partnerships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Limited Partnerships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																	

**5. ACCOUNT CHARACTERISTICS**

**Service Instructions**

► **Proceeds from Sales** *Choose one.*

- Hold in core money market fund (if specified) or in brokerage account
- Send by check to mailing address of account
- Send by external bank link (EFT)
- Send by intra-bank payment (IBP)  
*Consult Broker/Dealer for availability*
- Delivery vs. payment (DVP)

► **Security Purchases** *Choose one.*

- Hold in street name
- Register certificates to account name and send to mailing address
- Delivery vs. payment (DVP)

► **Dividend/Distribution Income** *Choose one. Note that any dividend/distribution income sent to a DVP account will remain there pending additional instructions.*

- Handle all dividends and distributions like sales proceeds
  - Reinvest mutual fund and equity dividends, handle all other distributions like sales proceeds
  - Reinvest mutual fund dividends, handle all other distributions like sales proceeds
  - Reinvest equity dividends, handle all other distributions like sales proceeds
- Pay all distributions in cash and send a check:
- Weekly
  - Twice a Month
  - Monthly
  - Quarterly

**Bank Information**

*Required if you choose external or internal bank link. Also required if you want to establish standing instructions for electronic transfers between your brokerage account and your bank account.*

Bank Account Type  Checking  Savings

\_\_\_\_\_  
ABA NUMBER

\_\_\_\_\_  
ACCOUNT NUMBER

**Core Money Market Fund**

*Consult your Broker/Dealer for a list of available funds. If you do not choose a fund for your Core Account, your Broker/Dealer may invest your credit balances in a taxable interest-bearing credit account or its default fund choice while awaiting reinvestment.*

\_\_\_\_\_  
FUND NAME

\_\_\_\_\_  
FUND SYMBOL

**Additional Authorized Trader**

*Attach additional sheet if necessary. You must also submit a Trade Authorization form.*

Authorize this person to trade on this account.

\_\_\_\_\_  
NAME

- Limited Trading Authority
- Full Trading Authority
- Power of Attorney
- Other: \_\_\_\_\_

**Duplicate Information**

**To Account Holders**

- Send account information to each account holder's mailing address. Otherwise all account information will be mailed to the mailing address of account and deemed to have been delivered to all account holders.

**To Third Party**

*Attach additional sheet if necessary. Completing this section will be considered your request to your Broker/Dealer to instruct NFS to send the type(s) of duplicate documents checked to the party or parties indicated.*

Send this party duplicate:  Statements  Trade Confirmations

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE/PROVINCE ZIP/POSTAL CODE COUNTRY

**Optional Features** *You must qualify to add these features to your account. Additional applications will be required.*

Indicate any features in this section that you would like to request. Consult your Broker/Dealer for availability and eligibility, and to obtain the appropriate additional application(s) to apply for the features(s) you want.

**Account Features**

- Margin
- Options
- Fee-Based Account *Indicate type below.*

\_\_\_\_\_  
ACCOUNT TYPE

**Cash Management and Banking Features**

- Choose no more than one.*
- Brokerage Portfolio
  - Brokerage Access

**7. ADDITIONAL ACCOUNT HOLDERS**

Use this section to provide personal information on any additional individuals associated with this account (such as a joint owner, authorized individual, minor, administrator, trustee, partner, or participant). If there are more than two account holders, see instructions at bottom of page.

**Personal Information**

For Tenants in Common, indicate this owner's share: \_\_\_\_\_

▶ FULL LEGAL NAME *first, middle, last* ▶ DATE OF BIRTH *mm/dd/yyyy*

DAY PHONE EVENING PHONE

E-MAIL

Single/Divorced/Widowed  Married No. of Dependents: \_\_\_\_\_

▶ Legal Address *No P.O. boxes*  Same as Primary Holder's Legal Address

ADDRESS LINE 1

ADDRESS LINE 2

CITY STATE/PROVINCE ZIP/POSTAL CODE

COUNTRY

▶ COUNTRY OF CITIZENSHIP

SOCIAL SECURITY NO.  TAXPAYER ID NO. ▶ COUNTRY OF TAX RESIDENCE

▶ TYPE OF GOVERNMENT-ISSUED ID ▶ ID NUMBER

▶ STATE/COUNTRY OF ID ISSUANCE ID ISSUANCE DATE ▶ ID EXPIRATION DATE

▶ Mailing Address  Same as Legal Address of This Account Holder

ADDRESS LINE 1

ADDRESS LINE 2

CITY STATE/PROVINCE ZIP/POSTAL CODE

COUNTRY

**Employer Information and Affiliations** *Attach additional sheet if needed.*

▶ Employment Status  Employed  Retired  Not Employed

OCCUPATION INCOME SOURCE *If retired or not employed*

EMPLOYER NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY STATE ZIP COUNTRY

I am  I am not a senior foreign political figure, or a family member or close relative of a senior foreign political figure.

I am  I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer), or an immediate family or household member of such a person. *If yes, provide name of company:*

COMPANY NAME COMPANY SYMBOL/CUSIP

I am  I am not affiliated with, or employed by, a stock exchange or member firm of either an exchange, the NASD, or a municipal securities Broker/Dealer. *If yes, provide name of entity:*  Same as My Employer.

AFFILIATED ENTITY NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY STATE ZIP COUNTRY

**8. ENTITIES THAT ARE ACCOUNT HOLDERS**

Provide information on any entity that is an account holder. Be sure to also provide, in Section 2 or 7, personal information on an least one individual associated with this account. If there is more than one entity that is an account holder, see instructions at bottom of page.

**Entity Information** *If this account holder is an entity, provide information below.*

▶ ENTITY NAME

▶ TAX ID NO. ▶ COUNTRY OF TAX RESIDENCE

▶ Legal Address *No P.O. boxes*

ADDRESS LINE 1

ADDRESS LINE 2

CITY STATE/PROVINCE ZIP/POSTAL CODE

COUNTRY

▶ STATE/COUNTRY OF ORGANIZATION ▶ TRUST DATE *For Trusts Only*

▶ ENTITY ID DOCUMENT ▶ STATE/COUNTRY OF ID ISSUANCE

▶ Mailing Address  Same as Legal Address

ADDRESS LINE 1

ADDRESS LINE 2

CITY STATE/PROVINCE ZIP/POSTAL CODE

COUNTRY

**9. CUSTOMER AGREEMENT AND SIGNATURE****To My Broker/Dealer and National Financial Services LLC**

I am at least 18 years of age and am of full legal age in the state in which I reside. In consideration of your accepting one or more accounts, I hereby acknowledge that I have read, understood and agree to the terms set forth in the Customer Agreement herein. I understand that upon issuer's request, in accordance with applicable rules and regulations, my Broker/Dealer will disclose my name to issuers of securities if securities are held in my account so that I can receive important information unless I do not consent to disclosure, and I will notify my Broker/Dealer if I do not consent (I may not be able to object to this disclosure for certain securities issued by investment companies that are registered under the Investment Company Act of 1940, or as required by law).

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

I understand that it is my responsibility to read the prospectus for any mutual fund into which I purchase or exchange. I have received and read the prospectus for the mutual fund in which I am investing — including, but not limited to, any mutual fund that I choose for my Core Fund — and I agree to the terms of the prospectus and the Core Account section of the Customer Agreement.

**Notice to National Financial Services LLC**

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

If I am a U.S. person (including a U.S. resident alien), I certify under penalties of perjury that: (1) I am a U.S. person (including a U.S. resident alien) and the Social Security or Taxpayer Identification Number provided is correct (or that I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding for failure to report all dividend and interest income; or (c) I have been notified by the IRS that I am no longer subject to backup withholding.

Check this box if item (2) above does not apply to you because you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

If I am not a U.S. person (including a U.S. resident alien), I am submitting the applicable Form W-8 with this form to certify my foreign status and, if applicable, claim tax treaty benefits.

**Pre-Dispute Arbitration**

This account is governed by a pre-dispute arbitration clause, which appears on the last page of the Client Agreement, and you acknowledge that you have received a copy of this clause.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

► **SIGNATURES.** All account holders (owners and authorized individuals) must sign in accordance with the signature requirements outlined in the account's supporting documents.

X \_\_\_\_\_  
1. SIGNATURE DATE mm/dd/yyyy

X \_\_\_\_\_  
2. SIGNATURE DATE mm/dd/yyyy

X \_\_\_\_\_  
3. SIGNATURE DATE mm/dd/yyyy

X \_\_\_\_\_  
4. SIGNATURE DATE mm/dd/yyyy

X \_\_\_\_\_  
5. SIGNATURE DATE mm/dd/yyyy

X \_\_\_\_\_  
6. SIGNATURE DATE mm/dd/yyyy

For Branch Use Only

REGISTERED REP NO./NAME SIGNATURE DATE mm/dd/yyyy

OFFICE MANAGER/PRINCIPAL NAME SIGNATURE DATE mm/dd/yyyy

# BROKERAGE ACCOUNT CUSTOMER AGREEMENT

This is the agreement for your brokerage account. It describes the features and policies associated with the account. Please review this document and keep it for your records. Do not return it with your application.

## Who's Who in This Agreement

In this document, "us," "we," and "our" refer to your broker/dealer. "NFS" is National Financial Services LLC, a NYSE member, whom we have engaged to provide custody and clearing services for us.

The terms "account owner," "you," and "your" refer to the owner(s) indicated on the account application. For joint accounts, these terms refer to all owners, collectively and individually. For accounts owned by entities, such as trust or business accounts, these terms refer both to the entity and to all account holders.

## COMMITMENTS BETWEEN YOU AND US

### Our Commitments to You

When we accept your account application, we are agreeing to serve as your broker and to maintain an account for you. We agree, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of securities for you according to your instructions. We and NFS also agree to provide various services and features, as described below. Note that NFS has no fiduciary responsibilities to you or this account, and does not offer any tax, legal, or investment advice, or opinions on the suitability of any investment in connection with this account.

### Your Commitments to Us

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

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, and for all results and consequences of these instructions; this includes all investment decisions and trading orders, and all instructions placed by you or any other person you authorize
- to pay all fees, charges, and expenses incurred in your account
- to maintain enough assets in your account to satisfy all obligations as they become due, and to authorize us or NFS to take whatever steps we or NFS may consider necessary to resolve unpaid debts or other obligations
- if you choose a mutual fund for your core account, to authorize liquidating shares of that account to satisfy any and all debits against your account
- to use the account and its features according to this agreement
- if you choose a Bank Deposit Sweep Program for your core account, to authorize withdrawing the applicable balance in your Bank Deposit Sweep Program to satisfy any and all debits in your account
- to let us or NFS monitor and/or record any phone conversations with you
- to let us or NFS verify the information you provide and obtain credit reports and other credit-related information about you at any time, such as payment and employment information (whether for margin or any other purpose)
- to let us or NFS share with third parties any information you provide, but only as required by law or as permitted by our and/or NFS's privacy policy

- to resolve disputes concerning your relationship with us or NFS (other than class actions) through arbitration rather than in a court of law
- to understand that, whenever you invest in, or exchange into, any mutual fund (including any fund chosen for your core account), you are responsible for obtaining and reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund
- to understand that whenever you invest in or have funds transferred to any Bank Deposit Sweep Program, you are responsible for obtaining and reading that Bank Deposit Sweep Program's disclosure document, including:
  - the description of the Bank Deposit Sweep Program;
  - the list of eligible banks and the sequence in which deposits will be made for a Bank Deposit Sweep Program, which list and sequence may change from time to time;
  - the Bank Deposit Sweep Program's fees and charges; and
  - the different protections and terms that may apply to investments in shares of a mutual fund and deposits of funds into a Bank Deposit Sweep Program, including the differences between SIPC protection and FDIC insurance
- to determine if any funds transferred to an account at a bank in the Bank Deposit Sweep Program and any separate bank accounts held at that same bank will affect FDIC insurance coverage for all your funds held at that bank
- to notify us in writing any time there is a material change in your financial circumstances or investment objectives
- to comply with all applicable laws and regulations concerning trading in restricted securities and securities of issuers of whom you are an affiliate
- to be bound by the current and future terms of this agreement, from the time you first use your account or sign your application, whichever happens first
- to understand that we or NFS can change the Core Account Investment Vehicle(s) available for your account at anytime, including changing the Core Account Investment Vehicle from a mutual fund to a bank deposit account

## ACCOUNT FEATURES

### Core Account and Income Account

Your account includes a core account that is used for settling transactions and holding credit balances. Amounts credited to your core account will be invested in the investment vehicle you indicate on your account application (the "Core Account Investment Vehicle"). If you do not select a Core Account Investment Vehicle, we or NFS may invest your credit balance in a money market fund, Bank Deposit Sweep Program or taxable interest-bearing credit account of our choice.

Different Core Account Investment Vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. If you do not select a Core Account Investment Vehicle, your Broker/Dealer or NFS may not consider these differences when selecting a default Core Account Investment Vehicle for you

Your account also includes an income account, which receives all non-reinvested income produced by securities held in your account (such as interest, dividends, and mutual fund distributions). Income paid into this account will accrue until paid out according to your instructions.

If the core account investment vehicle designated in your Brokerage Account becomes unavailable at any time for any reason, you authorize your Broker/Dealer and/or its agent to select an alternative core account investment vehicle in its (their) discretion. In this event,

any or all of the credit balance in your account may be placed into the alternative core account investment vehicle at any time.

By signing the Brokerage Account Application, you represent that you have read this Brokerage Account Customer Agreement and understand, authorize and consent to your Broker/Dealer and/or its agent changing your core account investment vehicle at its discretion, at any time and for any reason to another money market mutual fund, a free credit balance position, or another cash investment vehicle, if available. You agree to hold NFS, your Broker/Dealer and/or their agents harmless for any actions taken in connection with or resulting from changing your core account investment vehicle, including but not limited to, any changes in the rate of return offered by the alternative core account investment vehicle that your Broker/Dealer and/or its agent selects for you.

## BANK DEPOSIT SWEEP PROGRAM

If you choose a Bank Deposit Sweep Program as your Core Account Investment Vehicle, cash balances in your Account will be automatically swept into interest-bearing deposit accounts at one or more federally insured banking institutions which are participating in the Bank Deposit Sweep Program (each, a "Bank") as more fully described in the Disclosure Document. Your cash balances held at each Bank will be eligible for Federal Deposit Insurance Corporation ("FDIC") insurance up to \$100,000 (principal plus accrued interest) per depositor in each insurable capacity (i.e., individual, joint, etc.) per Bank, in accordance with applicable FDIC rules. All deposits (for example, deposits you may make at the Bank outside of the Bank Deposit Sweep Program plus the Bank Deposit Sweep Program cash balance) held by an individual in the same right and legal capacity and at the same Bank are insured up to \$100,000. Joint accounts owned by two individuals are insured up to \$100,000 for each co-owner (again, in the aggregate for all joint account Bank Deposit Sweep Program and non-Bank Deposit Sweep Program joint account balances) at each Bank. Special rules apply to insurance of trust deposits. The amount of FDIC coverage will be limited by the number of Banks in the Bank Deposit Sweep Program and the number of Banks in which your money is deposited. All FDIC insurance coverage is in accordance with FDIC rules.

Neither NFS nor your Broker/Dealer will monitor the total amount of your Bank Deposit Sweep Program and other balances at each Bank to determine whether it exceeds the limit of applicable FDIC insurance. **You are responsible for monitoring the total amount of your assets on deposit with each Bank (including accounts at each Bank held in the same right and legal capacity) in order to determine the extent of FDIC insurance coverage available to you on those deposits, including your Bank Deposit Sweep Program balance held at each Bank.** If you are a trustee or other fiduciary, you are responsible for determining the application of the insurance rules for the account and its beneficiaries. Information on account protection is set forth below. If your Broker/Dealer selects a Bank Deposit Sweep Program as its default Core Account Investment Vehicle, you may not be able to opt out of all of the Banks.

Please refer to your Bank Deposit Sweep Program disclosure document for more information on FDIC insurance coverage. You may also contact your Investment Representative with any questions you may have about the Bank Deposit Sweep Program

## Statements

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

- every calendar quarter, at a minimum
- for any month when you have trading or cash management activity

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

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

### Account Protection

The securities in your account are protected in accordance with the Securities Investor Protection Corporation (SIPC) for up to \$500,000 (including up to \$100,000 for uninvested cash). NFS also has arranged for additional coverage above these limits. Neither coverage protects against a decline in the value of your 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.

### Transferring Money Electronically

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

### Dividend Reinvestment

In addition to reinvestment of mutual fund dividends, reinvestment of dividends from eligible equities and closed-end funds is an option for most accounts, including retirement accounts and those with margin. You can choose to have the service apply to all eligible securities in your account, or only to certain ones, although during the time when a security is enrolled for reinvestment, all of that security's eligible distributions must be reinvested through this service.

With certain securities (such as mutual funds), the reinvestment options available in this account may be different than those you would have if you were to invest directly with the issuer.

### Margin Account (Requires Separate Application)

A margin account lets you borrow money from NFS, using as collateral eligible securities that are in your account. A margin account is designed primarily to finance additional purchases of securities, although it can also provide overdraft protection for your cash management activities. Consult one of our representatives for information on how to establish margin and the benefits and risks it offers.

## ACCOUNT REGISTRATION

### Joint Registration

With joint registration accounts, any obligations or liabilities resulting from one account owner's actions are joint and several (in other words, are the responsibility of each account owner, both individually and jointly). We or NFS may enforce this agreement against all account owners or against any owner individually.

**Each owner of a joint account may act as if he or she were the sole owner of the account, with no further notice or approval necessary from any joint owner.** For example, a joint owner can — in his or her own name — write checks, buy and sell securities, withdraw or transfer assets, borrow against the account (such as through short sales or margin), arrange for account statements to be sent only to them, or change the account's features and services (although no account owner may remove another's name from the account).

**In addition, with joint accounts, the principle of "notice to one is notice to all" applies.** We or NFS are legally considered to have fulfilled an obligation to you and the account if we fulfill it with respect to just one account owner (for example, sending statements or other required communications to just one account owner).

Note also that neither we nor NFS has any obligation to question the purpose or propriety of any instruction of a joint account owner that appears to be authentic, or to let other owners know about any changes an owner has made to the account, unless we have received written notice to the contrary, in good order, from another account owner. We and NFS do each reserve the right to require, at any time, the written consent of all account owners before acting on an instruction from any account owner, but we or NFS will use this right only at our own discretion and for our own protection.

Laws covering joint or community property vary by state. You are responsible for verifying that the joint registration you choose is valid in your state. You may want to consult your lawyer about this. Generally, for joint tenants with rights of survivorship and tenants by the entirety, on the death of an account owner the entire interest in the account goes to the surviving account owner(s), on the same terms and conditions. For tenants in common, a deceased account owner's interest (which equals that of the other account owner(s) unless specified otherwise) goes to that account owner's legal representative. Tenants in common are responsible for maintaining records of the percentages of ownership.

### Transfer on Death Registration

See "Transfer on Death Account" at the end of the FISN TOD Application.

agree that all assets belong to the minor and that you will only use them for the minor's benefit — even after the assets have been removed from the account.

## INVESTMENT OBJECTIVES

Below are five common investment objectives. As the account owner, it is up to you to select the account's investment objective. Neither we nor NFS can assure you that any given investment or strategy will achieve your investment objective. Note that the typical investments listed are only examples of the types of investments historically associated with each objective. Also note that the options strategies listed under Trading Profits and Speculation require margin (which requires a separate application and is not available on retirement accounts).

### Capital Preservation

- seek to maintain principal
  - interested in investments with very low historical risk of loss of principal
- Typical Investments*
- money market funds
  - high quality short-term fixed income investments

### Income

- seek to generate income from investments
  - interested in investments with low historical risk of loss of principal
- Typical Investments*
- high quality short- and medium-term fixed income investments
  - short-term bond funds
  - covered call options

### Capital Appreciation

- seek to grow principal value over time
  - willing to invest in securities with moderate to above-average historical risk of loss of principal
- Typical Investments*
- common stocks
  - lower quality medium-term fixed income investments
  - equity mutual funds or index funds

### Speculation

- seek a significant increase in principal
  - willing to accept a correspondingly greater degree of risk by investing in securities with high historical risk of loss of principal
- Typical Investments*
- lower quality long-term fixed income investments
  - initial public offerings (IPOs)
  - volatile or low-priced common stocks
  - equity or index options strategies such as puts or calls, spreads, straddles, and combinations
  - short-term or day-trading strategies

### Trading Profits

- seek to take advantage of short-term trading opportunities (a high-risk strategy)
- Typical Investments*
- short-term purchases and sales of volatile or low-priced common stocks
  - equity or index options strategies such as puts or calls, spreads, straddles, and combinations

## POLICIES ON TRANSACTIONS

### Credits to Your Account

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

If you have a money market fund for your Core Account Investment Vehicle, 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 your Core Account Investment Vehicle earns dividends, as described in the applicable fund's prospectus. If in the future, you have a different money market fund for your Core Account Investment Vehicle, these provisions will still apply.

### Custodial Registration

For accounts opened under the Uniform Gifts/Transfers to Minors Acts, you, the account owner, are the custodian. By opening this type of account, you

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

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

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

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

## Debits to Your Account

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

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

- securities transactions (including any margin calls) and any account fees
- debit card transactions
- checks written against your account

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

- any cash available in your account without incurring margin interest charges (including both core and income account balances)
- if you have a margin account, any margin credit available
- any shares in another money market fund, including any in another non-retirement account with the same registration (which you authorize us to sell for this purpose when you sign the application)
- any securities in this or any other account furnished by us in which you have an interest

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

## Resolving Unpaid Debts or Other Obligations

If your available balance is not enough to satisfy a given debit, we and NFS reserve the right to take action as we see fit, including any of the following:

- decline to honor the debit, which may result in fees (such as a returned check fee) or other consequences for you
- if you have a margin account and the unsatisfied debit is for a securities purchase, draw on the available balance of another account of yours that we hold

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

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

It is important to understand that we and NFS have additional choices for resolving unsatisfied obligations. Like many other securities brokers, we and NFS reserve the right to sell, transfer, or otherwise use any assets or other property in which you have an interest — either currently or at any other time — to discharge any obligations you may have to us or NFS (including unmatured and contingent obligations), and to do so without further notice or demand. For example, if you have bought securities but not paid for them, we or NFS may sell them ourselves and use the proceeds to settle the purchase.

We or NFS may also use property to satisfy a margin deficiency or other obligation, whether or not we or NFS have made advances in connection with this property. This provision extends to any property held by you or carried for any account of yours, including any credit balances, assets, and contracts, as well as shares of any mutual funds or other investment companies for which we, NFS, or an affiliate of either one provides management or administrative services. Although we or NFS may use other methods when we determine they may be more appropriate, we or NFS reserve the right to use the provisions described in this section at any time, except in cases involving retirement accounts when these provisions would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS' allocations are not made on a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided your account is not subject to restriction under Regulation T or such withdrawal will not cause an under margined condition.

## Transaction Settlement Deadlines

Unless notified to the contrary, you need to pay for all transactions by 2 p.m. Eastern Time on the settlement date, and deliver all securities in time for us to receive them one business day before the settlement date. We and NFS reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way.

## Bank Wires and EFT Transactions

Bank wire transactions are normally executed the business day after you request them. A wire normally may be for between \$10,000 and \$999,999.

EFT transactions are normally executed within three to seven business days of your request. An EFT transfer may be for between \$10 and \$99,999. The two accounts involved in an EFT transaction must

have at least one owner's name in common (and that name must match exactly). To send and receive EFT transactions, your bank must be a member of the Automated Clearing House (ACH) system.

For EFT transactions, you hereby grant us limited power of attorney for purposes of redeeming any shares in your accounts (with the right to make any necessary substitutions), and direct us to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in your account. You agree that the above appointments and authorizations will continue until either the account is terminated, we receive written notice of any change, or we have sent 30 days' written notice to your account's address of record indicating that we will cease to act as agents to the above appointments.

## Dividend Reinvestment

With this feature, all dividends paid by securities that you designate for reinvestment are automatically reinvested in additional shares of the same security. ("Dividends" here means cash dividends and capital gain distributions, but not cash-in-lieu payments, late ex-dividend payments, and special dividend payments.) In designating any security for reinvestment, you authorize NFS to purchase shares of that security for your account.

To be eligible for this feature, a security must satisfy all of the following:

- be a closed-end fund, domestic common stock, or ADR
- be margin-eligible (as defined by NFS)
- be listed on the New York Stock Exchange or the American Stock Exchange, or traded on NASDAQ
- be held in street name by NFS (or at a securities depository on its behalf)
- not be held as a short position

Dividends are reinvested on shares that satisfy all of the following:

- the security is eligible
- you own the shares on the dividend record date
- you own the shares on the dividend payable date (or the posting date, for shares handled through the DTC program described below), even if you sell them that day
- your position in the security has been settled on or before the record date
- the shares are designated for reinvestment as of 9:00 p.m. Eastern Time on the record date (or, if the record date is not a business day, then the last business day before the record date)

If you designate securities on an account-wide basis, any ineligible securities you own will automatically be designated if and when they become eligible.

If you designate securities individually, and want to designate a new security you are buying, you can do so when you place your order to buy the security; however, if you are buying through a limit order, you will have to reconfirm the designation at the end of every business week that your order remains unfilled.

If an issuer delays a dividend, the reinvestment will occur on the day the dividend is actually paid.

Automatic reinvestments often involve purchase of partial shares, calculated to three decimal places. Partial shares pay pro-rated dividends and can be sold if you sell your entire share position, and will be liquidated automatically in transfers and certain other situations, but otherwise typically cannot be sold.

Although for dividend reinvestments your regular account statement takes the place of a confirmation, you can obtain immediate information the day after the reinvestment date by contacting us.

If you transfer or reregister your account with us (for example, by changing from individual to joint registration), you need to re-designate any securities whose dividends you want reinvested.

At our option, we may buy reinvestment shares through a program offered by the Depository Trust Company (DTC) that offers a share price discount of up to 5%. To find out which securities are currently available through the DTC, contact us. Note that the availability through this program of any given

security may change without notice. Also note that DTC program transactions take longer to process: although the transactions are effective as of the dividend payable date, they are generally not posted to your account until 10 to 15 days later. If you sell your dividend-generating shares before the posting date, the dividend will not be reinvested.

To remove securities from the dividend reinvestment service, notify us in writing or during business hours. We must receive your notification by 9:00 p.m. Eastern Time one business day before the record date (or, if the record date is not a business day, then two business days before the record date).

Note that dividend reinvestment does not assure a profit on your investments and does not protect against loss in declining markets.

## Precious Metals

Precious metals are not covered by SIPC account protection, but are insured by the depository at market value if stored through NFS. When trading precious metals, note that because they can experience sudden and rapid price changes, they are risky as investments, and you cannot be guaranteed an advantageous price when you trade them. If you take delivery of precious metals, delivery charges and sales and use taxes will apply. Precious metals are not marginable.

## MONITORING YOUR ACCOUNT

As an account owner, you are responsible for monitoring your account. This includes making sure that all transactions are accurate and that you are receiving confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about your account is accurate and contains nothing suspicious. You understand that NFS does not monitor your account for you and has no duty to advise you of any issue regarding your account or us.

If you have a Bank Deposit Sweep Program as your Core Account Investment Vehicle, you are responsible for monitoring the total amount of your assets on deposit with each Bank in the Bank Deposit Sweep Program (including amounts in other accounts at each Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you. If you are a trustee or other fiduciary, you are responsible for determining the application of the insurance rules for the account and its beneficiaries.

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

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

## LIMITS OF RESPONSIBILITY

Although all entities that provide services to your account strive to ensure the quality and reliability of those services, neither we nor NFS can be responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your account.

You therefore agree that we and NFS are not responsible for any losses (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) that you incur as a result of conditions beyond our control or any agreement between the parties. This includes, for example:

- any action that is done in accordance with the procedures described in this agreement or an applicable mutual fund or securities prospectus or

Bank Deposit Sweep Program disclosure document or other investment description

- the acceptance and processing of any order placed on your account, whether received electronically or through other means, as long as the order reasonably appears to be authentic
- investment decisions or instructions placed in your account, or other such actions attributable to you or any authorized person
- occurrences related to governments or markets, such as restrictions, suspensions of trading, bank closures or bank regulatory, legal or other limitations or restrictions, or high market volatility or trading volumes
- uncontrollable circumstances in the world at large, such as wars, earthquakes, power outages, or unusual weather conditions
- occurrences related to computers and communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security
- the storage and use of information about you and your account(s) by our systems and transmission of this information between you and us; these activities occur entirely at your risk
- telephone requests for money transfers, so long as we transmit the proceeds to you or the bank account number identified
- any checks or other debits to your account that are not honored because the account has insufficient funds

If any service failure is determined to be our responsibility, we will be liable only for whatever benefit you would have realized up to the time by which you should have notified us, as specified earlier in "Monitoring Your Account."

## INDEMNIFICATION

You agree to indemnify us from, and hold us harmless for, any losses (as defined in Limits to our Responsibility) resulting from your actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties.

Beyond taking reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom, or propriety of any instruction we receive.

## TERMS CONCERNING THIS AGREEMENT

### Applicability

This agreement is the only agreement between you and us concerning its subject matter, and covers all brokerage accounts that you, at whatever time, open, reopen, or have opened with us. In addition, if you have already entered into any agreements concerning services or features that relate to this account, or if you do so in the future, this agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

### Governing Laws and Policies

**This agreement and its enforcement are governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflicts-of-law provisions.**

All transactions through NFS are subject to the rules, guidelines, and customs of the marketplace where they are executed, and those of any clearing facility NFS may use, as well as applicable state and federal laws and any NFS trading policies and limitations that are in effect at the time.

### Modification and Enforcement

We may amend this agreement at any time. This may include changing, dropping, or adding fees and policies, changing features and services or the entities that provide them, and limiting the usage or availability of any feature or service, within the limits

of applicable laws and regulations. Although it is our policy to send notice to account owners of any material changes, we are not obligated to do so in most cases. Outside of changes originating in these ways, no provision of this agreement can be amended or waived except in writing by one of our authorized representatives.

We or NFS may transfer our interests in this account or agreement to any of our successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your account or agreement except with our prior written approval, or through inheritance, corporate dissolution, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

We or NFS may enforce this agreement against any and all account owners. Although we or NFS may not always enforce certain provisions of this agreement, both parties retain the full right to do so at any time.

If any provision of this agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this agreement will remain fully in effect.

If for any reason (such as the termination of a contract between us and NFS) your account is held directly by NFS, it may be restricted, and there may be new or different fees and commissions. Examples of restrictions include the ability to place sell orders only and the loss of electronic trading.

## Termination

We or NFS can terminate your account or this agreement at any time, for any reason, upon written notice to you. You can close your account, or terminate any optional feature, by notifying us in writing or calling us on a recorded line. When an account is closed, all debit cards, checkwriting, and other features associated with it are terminated.

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

In the event that we or NFS determine that the Bank Deposit Sweep Program is no longer an eligible Core Account Investment Vehicle, you authorize the withdrawal of your account balance from the Bank Deposit Sweep Program and agree that such funds may be invested in a different Core Account Investment Vehicle at the sole discretion of us or NFS. You understand and agree that the new Core Account Investment Vehicle (i) may not be a Bank Deposit Sweep Program, (ii) may not be eligible for FDIC insurance and (iii) may not provide the same interest rate and/or rate of return as your previous Core Account Investment Vehicle. In the event of such occurrence, you may contact your Broker/Dealer for information on any such Core Account Investment Vehicle.

## NOTICES AND DISCLOSURES

### Account Administration

New York Stock Exchange Rule 382 requires that we identify the various account administration functions that we and NFS each agree to perform. Below is a summary of this information; for a more complete description, contact us.

As your broker/dealer, we will:

- open, approve, and monitor your brokerage account
- transmit accurate, timely instructions to NFS regarding your brokerage account
- determine the suitability of any investment recommendations and advice
- operate your brokerage account in compliance with applicable laws and regulations
- if you have a margin account, advise you of margin requirements and ensure that your account remains

in compliance with all applicable federal, industry, and NFS margin requirements

- maintain proper books and records of all services we perform for you

At our direction, NFS will:

- execute, clear, and settle transactions that we process through them
- send you transaction confirmations and periodic brokerage account statements, if we don't do this ourselves
- act as custodian for all funds and securities they receive on your behalf
- carry out our instructions regarding the transactions, and the receipt and delivery of securities, on your brokerage account
- extend margin credit, if you have applied, and been approved, for margin borrowing
- maintain proper books and records of all services they perform in connection with your account

Note that NFS may not have verified certain pricing information that we or third parties provide to you. For more information on the allocation of services, speak with one of our representatives.

### **Routing of Orders**

Brokerage orders (including those generated by reinvested dividends) are routed through NFS, who in turn sends orders to various exchanges or market centers for execution. In deciding where to send an

order, NFS looks at a number of factors, such as size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. Although you can give instructions with a written order (though not an order placed through any telephone, electronic, or online trading system) that the order be sent to a particular marketplace, NFS's orderrouting policies are designed to result in transaction processing that is favorable for you.

Note that we and NFS may receive monetary payments or other consideration (such as financial credits or reciprocal business) for directing equity trades to particular broker/dealers or market centers for execution.

### **Credit-Related Information**

For the name and address of any credit reporting agency from whom we or NFS has obtained information about you, send a written request to us or the card issuer, as applicable.

### **Money Market Fund Investments**

An investment in a money market fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other U.S. government agency. Although a money market fund

seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.

### **USA PATRIOT Act Notice**

To help the government fight the funding of terrorism and money-laundering activities, Federal law and contractual obligations to NFS require that we verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, we 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. Your account may be restricted and/or closed if we or NFS cannot verify this information. Neither we nor NFS will be responsible for any losses or damages (including, but not limited to, lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, your account.

## **Resolving Disputes — Arbitration**

This agreement contains a pre-dispute arbitration clause. Under this clause, which becomes binding on all parties when you sign your account application, you, we, and NFS agree as follows:

- A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award.
- 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 predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action 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.**

Account Number -

# Supplemental Transfer on Death Registration

## and Beneficiary Designation Form

Use this form to establish a Transfer on Death ("TOD") account registration and to designate a beneficiary(ies) for your Transfer on Death ("TOD") account. You may also use this form to change the existing beneficiary(ies) for your account. **This form supercedes all previous Beneficiary Designations you have made on your TOD account.**

### 1 Account Registration

Primary Account Holder Name

Entity/Business/Trust Name

Social Security Number or Taxpayer ID Number  Date of Birth

Joint Account Holder/Trustee Name (If Any)

Social Security Number or Taxpayer ID Number  Date of Birth

### 2 Beneficiary Designation

To my Broker/Dealer ("You" or "Your"):

I (We) wish to create a transfer on death ("TOD") registration for the account listed above. I (We) hereby designate the person(s) identified below ("Beneficiary(ies)") to receive all monies, securities and other assets held in the account listed above upon my death, or the death of the last surviving account owner in the case of a joint account. I (We) may change the designation of the beneficiary(ies) only by completing a new Supplemental Transfer on Death Account Registration and Beneficiary Designation Form. The Beneficiary Designation may not be revoked or changed by will, codicil, trust document or other testamentary document. You may rely on the latest Beneficiary Designation in your possession and no change in Beneficiary shall be effective until actually received and accepted by you.

I (We) understand that you have entered into an agreement with National Financial Services LLC ("NFS") to execute and clear all transactions on my account. I (We) also understand that because of the complex legal and tax issues involved, neither you nor NFS will advise whether the TOD designation is appropriate for tax or estate planning. I (We) acknowledge that the ability to register a securities account in TOD form is created by state law and not all states have enacted such laws. I (We) understand that I (we) should consult my (our) own legal and tax advisers before electing or revoking the TOD account designation as I deem appropriate.

This Beneficiary Designation is:

- An Original TOD account Beneficiary Designation
- A Change in TOD account Beneficiary Designation

I (We) hereby designate the person(s) named below as beneficiary(ies) to receive the assets remaining in the account listed above upon my death, or the death of the surviving account owner if the account is owned by more than one person:

Beneficiary Designation Date

BENEFICIARIES (If a trust, please provide Trust name, names of all trustees and date established.)			
1. Name	% Share*	Relationship	
Date of Birth <input type="text"/>	Social Security Number or Taxpayer ID Number <input type="text"/>		
2. Name	% Share*	Relationship	
Date of Birth <input type="text"/>	Social Security Number or Taxpayer ID Number <input type="text"/>		
3. Name	% Share*	Relationship	
Date of Birth <input type="text"/>	Social Security Number or Taxpayer ID Number <input type="text"/>		
4. Name	% Share*	Relationship	
Date of Birth <input type="text"/>	Social Security Number or Taxpayer ID Number <input type="text"/>		

\*Please note: Share totals must equal 100%. Do not use fractional percentages or dollar amounts.



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### 3 Signature

I hereby acknowledge that I have read, understood, and agree to the terms and conditions within this form relating to the administration of my TOD account. I also understand that upon my death or at the death of the surviving account owner if the account is owned by more than one person, you may require my beneficiary(ies) to provide you with certain documents as you may deem necessary prior to instructing NFS to move the assets from my TOD account into the designated beneficiary(s) account(s).

I understand and agree that NFS, as your clearing agent, may register and hold the securities in my TOD account in NFS's name or other "street" or nominee name and that this will create no duty on NFS's part to determine registration or ownership of the account as a whole before or after my death.

In consideration for establishing this registration and accepting the Beneficiary Designation, I (we) (including my (our) estate(s), heirs, spouse, successors in interest, and all beneficiaries named herein) shall indemnify and hold harmless you and NFS (and affiliates, directors, officers, control persons, agents and employees thereof) from and against all claims, actions, costs and liabilities, including attorneys' fees, by any person or entity arising out of or relating to this account registration and transfers hereunder.

Account Owner Signature	<input type="text"/>	Date	<input type="text"/>
Joint Account Owner Signature	<input type="text"/>	Date	<input type="text"/>

<b>For Internal Use Only</b>			
Approval Office Manager	<input type="text"/>	Date	<input type="text"/>
Registered Representative	<input type="text"/>	Date	<input type="text"/>



# TRANSFER ON DEATH ACCOUNT

I understand and acknowledge that the ability to register securities accounts in TOD form is created by state law and not all states have enacted such laws. Customers residing in non-TOD states may **not** establish a TOD account. Because of the complex legal and tax issues involved, NFSC will not advise whether the TOD designation is appropriate for an individual customer's tax or estate planning. Certain events, such as divorce; conveyance or assignment of the TOD property; and creditor's rights may affect the TOD registration and/or beneficiary's rights in some states. I understand that I should consult my own legal and tax advisers before electing or revoking the TOD account designation. By opening a TOD account, I acknowledge that I have undertaken such consultation as I deem appropriate. **NFSC reserves the right to change TOD account requirements or features at any time, including, but not limited to, the right to eliminate any or all TOD accounts or to require the transfer of assets from a TOD account to a non-TOD account.**

## 1. Definitions

- (a) *"Account Owner"* means the undersigned, who must be a natural person(s) of legal age, and must be a resident of a state which has enacted the Transfer on Death Security Registration Act, or a law substantially similar thereto, at the time the TOD account is established. The Account Owner cannot be a corporate or other organizational entity. Joint TOD Accounts shall be established with rights of survivorship in surviving joint tenants. A TOD Account may not be established as a tenancy in common or by persons subject to community property laws.
- (b) *"Beneficiary"* means the natural person or entity designated in the TOD Customer Agreement last received by my Broker/Dealer to succeed to ownership of the Account assets upon the Death of the Account Owner. Any natural person or entity except a custodian under the Uniform Gifts to Minors Act may be designated as Beneficiary. (A custodian under the Uniform Transfers to Minors Act may be designated as Beneficiary.) Unborn, contingent, and/or successor beneficiaries are not allowed.
- (c) *"Death of Account Owner"* means the death of the Account Owner as shown in the proof of death documentation required by this Agreement or by my Broker/Dealer or NFSC from time to time.
- (d) *"TOD Customer Agreement"* means this Agreement.
- (e) *"TOD Account"* means a Transfer on Death securities account established pursuant to this Agreement and all the securities and other property held in the TOD account.
- (f) *"Account Owner's Estate"* means the probate assets of the deceased Account Owner, under the administration of a duly appointed executor, administrator, or personal representative.

## 2. Limitations and Conditions Upon TOD Accounts

- (a) *Assets Eligible.* Only the following types of assets are eligible for TOD treatment.
- cash
  - certificates of deposit
  - U.S. Treasury securities
  - municipal bonds
  - corporate bonds
  - listed and OTC equities
  - unit investment trusts
  - open-end mutual funds
  - closed-end mutual funds

The following types of assets are ineligible for TOD treatment:

- life insurance
- fixed annuities
- variable annuities
- limited partnerships
- precious metals

NFSC reserves the right to change the types of assets eligible for TOD treatment at any time without prior notice and to require that all or some of the assets be carried in a separate non-TOD account. Any ineligible assets which may be carried in a TOD account upon the Death of the Account Owner may become part of the Account Owner's Estate.

- (b) *Incapacity of the Account Owner.* If the Account Owner becomes incapacitated, a duly appointed guardian or conservator or an agent acting under a durable power of attorney may effect transactions within the TOD account, but may not change the designation of the Beneficiary. No guardian, conservator or attorney in fact may establish a TOD account for their principal or ward.
- (c) During my lifetime, the securities and other property in my account are to be registered and held in the name of NFSC or other "street" or nominee name. However, if necessary to facilitate delivery or transfer of the securities, NFSC has the right at any time, and without further authorization, to register the securities held in my account in my name, individually or otherwise, in accordance with transfer agent requirements, without the names of any of the Beneficiaries thereon.
- (d) *Conflict with Will, Trust, Codicil or other Probate Document.* Upon the Death of the Account Owner and after presentation of the required proof of death documentation, the Beneficiary assumes ownership of the eligible assets in the TOD Account even if the Account Owner's will, codicil, living trust or other testamentary or probate document provides for a contrary or inconsistent disposition. A TOD Beneficiary can only be changed by completing a new TOD Customer Agreement.
- (e) *Change in Residence of Account Owner.* The TOD designation is created by state law and not all states have enacted TOD privileges for their residents. However, once a customer has established a TOD Account, the Broker/Dealer and NFSC will continue to treat the account as a TOD Account in reliance on the continued effectiveness of the TOD Customer Agreement, without regard to subsequent changes in the Account Owner's state of residence, even if the Account Owner moves to a non-TOD state. NFSC may, however, elect to require termination of the TOD Account and transfer of the assets therein to a non-TOD account.
- (f) *Waiver of Liability.* Neither the Broker/Dealer nor NFSC will be liable for amendments to state TOD laws, notifying me of any such amendments, or for transfer agent(s)' delay(s) in processing or failure(s) to transfer or otherwise process TOD assets.

### 3. Beneficiaries

- (a) The TOD Account permits a maximum of four (4) Beneficiaries per TOD Account. The TOD Account does not provide for contingent, unborn or successor beneficiaries. If the sole designated Beneficiary has predeceased the Account Owner (or if a Beneficiary trust, corporation or other entity has not yet come into existence or has dissolved or been terminated) the TOD Account assets will be transferred to the Account Owner's Estate.
- (b) A custodian under the Uniform Transfers to Minors Act may be designed as a Beneficiary, but a custodian under the Uniform Gifts to Minors Act may not be designated as a Beneficiary.
- (c) *Distributions to Minors or Incapacitated Adults.* If the Beneficiary at the time of the Account Owner's Death is a minor or an incapacitated adult who is represented by a duly appointed guardian, conservator, or custodian (the "Beneficiary's Nominee"), you may distribute the TOD Account assets to the Beneficiary's Nominee and be fully released thereby. If no Beneficiary's Nominee has been properly appointed, or if the Beneficiary's Nominee is unable or refuses to accept delivery of the TOD Account assets, you may (but have no obligation to) seek appointment of a substitute Beneficiary's Nominee for the sole purpose of accepting delivery of the TOD Account assets, and be fully released thereby, offsetting your direct and reasonable expenses of doing so against those assets. If, after a reasonable time following the Death of the Account Owner, no Beneficiary's Nominee or appropriate substitute can be found or is not appointed, you may distribute the assets to the Account Owner's Estate and be fully discharged from all further obligations and liability.

## 4. Transfer Procedures Upon Death of the Account Owner

- (a) *Proof of Entitlement to Transfer.* In order to transfer TOD Account assets to the Beneficiary, the Beneficiary or the Beneficiary's Nominee or representative, must provide to my Broker/Dealer such documents as it or NFSC may request, which may include, but are not limited to:
  - (i) Proof of Death of the Account Owner in the form of:
    - (a) certified copy of death certificate; or
    - (b) certified copy of probate certificate indicating date of death;
  - (ii) inheritance tax waivers if required by the applicable state.

You are not liable for any loss that could occur following the Death of the Account Owner and prior to proof of any Beneficiary's entitlement to the assets from the TOD Account.

- (b) If a sole or last remaining Beneficiary does not survive the Account Owner, upon the Death of the Account Owner, the TOD Account assets will be transferred to the Account Owner's Estate.
- (c) If I designate multiple Beneficiaries, and any Beneficiary predeceases me, the TOD Account will be transferred only to the remaining Beneficiary, and the estate of the deceased Beneficiary shall have no right or interest in the TOD Account.
- (d) *Disputes.* In the case of a dispute between or among a Beneficiary, the Account Owner's Estate, or the Account Owner's surviving spouse, heirs, creditors, representatives, or any other person concerning the TOD Account or transfer thereof, you may, at your sole discretion, require the parties in interest to arrive at a final disposition by adjudication, arbitration, or other method acceptable to you, prior to transferring any TOD Account assets.
- (e) *Binding Effect; Obligations.* This TOD Customer Agreement is binding on the Account Owner, all Beneficiaries and their heirs, executors, and assigns. This TOD Customer Agreement is governed in accordance with the laws of the state of the Account Owner's residence at the time the TOD account is first established.

If and when you receive actual notice of the Death of the Account Owner, you have no obligation:

- (i) locate any Beneficiary or the Account Owner's spouse, heirs or representative of the Account Owner's Estate;
- (ii) notify any person of any proposed or completed transfer of TOD Account assets; or
- (iii) independently verify any information submitted by any person claiming an interest in the TOD Account.
- (f) Prior to the distribution of any TOD Account assets to any Beneficiary, you shall have the right to require any Beneficiary, or such Beneficiary's Nominee or legal representative to execute such further documents as you may require, including but not limited to a brokerage account agreement.
- (g) In the event you determine that distribution to a Beneficiary of any property in my TOD Account is not practicable, you may liquidate such property and distribute the proceeds in accordance with this Agreement. Prior to the distribution of any assets from my TOD Account, you may liquidate any such assets and apply the proceeds thereof to satisfy any outstanding obligations or liabilities to you in any account I maintain with you, including my TOD Account(s).

## 5. Indemnification

In consideration of your establishing a TOD Account on my behalf, I and my estate hereby agree to indemnify and hold you and your affiliates, directors, officers, agents and employees harmless from any liability to any person or entity, including but not limited to the Beneficiary or Beneficiaries and/or my heirs, successors, and spouse for any actions taken in opening and maintaining my account, registering my securities or other property, or making the distributions upon receipt of notice of my death.

- 6. In the event I transfer my account from my current Broker/Dealer to another Broker/Dealer on whose behalf NFSC carries customer accounts including my TOD Account. NFSC reserves the right to require me to execute a new TOD Customer Agreement.