

Customer Agreement

"We" and "us" refer to U.S. Bancorp Advisors, LLC ("U.S. Bancorp Advisors" or "USBA"); "I," "me," "my," "you," "your" and "Client" refer to you, the client; "Agreement" refers to this Universal Customer Agreement. Other defined terms are included in Section 18.

The terms and conditions of this Agreement govern the relationship between Client and U.S. Bancorp Advisors with regard to one or both of the following activities of Client: (1) transactions in Securities or Other Property (as such terms are defined below) executed through U.S. Bancorp Advisors; and/or (2) one or more Securities investment brokerage cash Account(s) with U.S. Bancorp Advisors the introducing broker, and National Financial Services LLC, the clearing broker ("NFS"), as further described below, when they have accepted Client's Account(s).

If Client seeks to have a Carried Account (as such term is defined below) hereunder, Client will have a cash Account(s) with U.S. Bancorp Advisors and NFS to be used for buying and selling Securities and Other Property according to Client's instructions. References in this Agreement pertaining to NFS's custodial role do not apply to Clients that settle transactions on a "delivery vs. payment" basis and/or through their own custodian.

Client acknowledges that Section 33 of this Agreement contains a Pre-Dispute Arbitration Agreement, which should be carefully reviewed by Client.

U.S. Bancorp Advisors and NFS are members of the Financial Industry Regulatory Authority (FINRA). FINRA makes available to the public an Investor Brochure, which includes information on FINRA's BrokerCheck service. Client will contact FINRA's public hotline at 800-289-9999 or on the Internet at www.finra.org if Client wants to obtain a copy of the brochure.

Please note that certain banking products available through U.S. Bancorp Advisors, including commercial paper, are not insured or guaranteed by the FDIC or any other governmental agency.

CLIENT AGREES THAT CLIENT WILL OBTAIN AND READ THE PROSPECTUS OF ANY MUTUAL FUND AND THE OFFERING MEMORANDUM OR OTHER DISCLOSURE FOR ANY PRIVATELY PLACED OR NEW ISSUE SECURITY OR OTHER PROPERTY CLIENT INSTRUCTS U.S. BANCORP ADVISORS TO PURCHASE.

U.S. BANCORP ADVISORS IS NOT A BANK. U.S. BANCORP ADVISORS IS A CORPORATE ENTITY SEPARATE AND DISTINCT FROM ITS AFFILIATES. NONE OF THE ACTIVITIES OR OBLIGATIONS OF U.S. BANCORP ADVISORS ARE GUARANTEED BY ANY OF ITS AFFILIATES, BANK OR NON-BANK, NOR SHALL ANY SUCH AFFILIATE BE RESPONSIBLE TO ME FOR PERFORMING ANY OF U.S. BANCORP ADVISORS' OBLIGATIONS. NON-DEPOSIT INVESTMENT PRODUCTS SOLD, OFFERED OR RECOMMENDED BY U.S. BANCORP ADVISORS ARE NOT DEPOSITS AND ARE NOT INSURED BY THE FDIC OR ANY OTHER GOVERNMENTAL AGENCY, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.

Investment products and services are available through U.S. Bancorp Advisors, member FINRA and SIPC, an investment adviser and a

brokerage subsidiary of U.S. Bancorp. Insurance products, including annuities, are available through U.S. Bancorp Advisors. Policies are underwritten by unaffiliated insurance companies and may not be available in all states.

Client agrees that English is the controlling language of this Agreement and of all of the Accounts and services described or referred to herein. In case of any disagreement between English and another language U.S. Bancorp Advisors may use in communicating with Client in writing, the English language version is controlling, unless U.S. Bancorp Advisors agrees otherwise with Client in writing, or the laws governing Client's Account specifically require a different result. Client agrees that all written instructions given to U.S. Bancorp Advisors or NFS (for example, traditional paper checks) will be in English. Client further agrees that U.S. Bancorp Advisors or NFS may decline to process any check, draft, or other instrument for the payment of money written in a language other than English, whether issued by Client or another person, without liability on the part of U.S. Bancorp Advisors or NFS.

► In consideration of U.S. Bancorp Advisors accepting and maintaining one or more accounts for the undersigned (hereafter referred to in the first person singular irrespective of whether the Account is an individual, joint or institutional Account), I agree that all transactions, with respect to any such Account, and the maintenance of the Account shall be subject to the following terms:

- 1. Account Disputes and Adverse Claims.** If a dispute arises concerning your U.S. Bancorp Advisors Account (including, for example, a dispute over who is an authorized signer or owner), or if U.S. Bancorp Advisors believes we have a claim against you or we have or receive a claim by a third party (including our affiliates) to all or a portion of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your Account, or if we have concerns regarding your Account or the use of your Account, U.S. Bancorp Advisors (and NFS) has the right to place a hold on trading or disbursing all or any portion of the property in your account until the dispute, claim or concern is resolved to our satisfaction. U.S. Bancorp Advisors and NFS each will not be liable to you if the hold we place on your Account leaves insufficient funds to cover outstanding items or results in a change in value due to market volatility. For purposes of this section, "Account" includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, brokerage and revocable trust accounts). If resolution of the dispute or claim determines that you are not the rightful owner of some or all of the property, U.S. Bancorp Advisors (and NFS) may remove that property from the Account. If the dispute, claim or concern remains unresolved, you agree that U.S. Bancorp Advisors (or NFS) may at our option deposit the property in your Account with a court and ask the court to determine to whom the property belongs. If we deposit your property with a court or otherwise engage in a legal proceeding to resolve the dispute, claim or concern, you agree that we (and NFS) may charge your Account for our (or NFS') costs, including attorneys' fees and expenses.
- 2. Account Location.** For any subpoena, levy, bankruptcy, garnishment or similar requests, your Account is located in the last known State of

Investment and insurance products and services including annuities are: NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY

Brokerage and investment advisory products and services are offered by U.S. Bancorp Advisors, LLC, an SEC-registered broker-dealer, investment adviser, member FINRA / SIPC, and subsidiary of U.S. Bancorp and affiliate of U.S. Bank, N.A.

Insurance services are offered by USBA Insurance Services, a dba of U.S. Bancorp Advisors, CA Insurance License #6011694. Products may not be available in all states.

residence in your physical address of record. You are responsible for updating your physical address of record.

3. Account Protection. The securities held in your U.S. Bancorp Advisors Account carried by NFS and cash on deposit for the purpose of purchasing securities, or as a result of the sale of securities, are protected by the Securities Investor Protection Corporation (SIPC). SIPC protects each client up to a maximum of \$500,000, including up to \$250,000 on claims for cash balances awaiting reinvestment. NFS also has arranged for coverage above these limits. Neither coverage protects against losses from the rise and fall in market value of your investment. It does, however, provide important protections against certain losses if an SIPC member fails financially and is unable to meet obligations to its securities clients. SIPC does not cover funds maintained in deposit accounts held at U.S. Bank National Association ("U.S. Bank"). For information about SIPC or to obtain an SIPC brochure, please see sipc.org or call SIPC at 202-371-8300.

The above does not apply to accounts holding assets directly with the product issuer ("Held Away") such as Held Away mutual fund or insurance products such as annuities. In addition, the above does not apply to balances maintained in the Bank Deposit Sweep Program ("BDSP") as described in the Sweep Program Disclosure Statement.

4. Accounts Covered. This Agreement covers any and all Accounts that I may open or reopen with U.S. Bancorp Advisors (including, without limitation, those Accounts held jointly with others or on behalf of others).

5. Agreement to Indemnify and Hold Harmless. I, individually and for my heirs, successors, assigns and agents agree to indemnify and hold harmless each of: U.S. Bancorp Advisors and NFS, and each of their affiliates and their respective shareholders, directors, officers, employees and agents, from any and all liability of any nature whatsoever (including, without limitation, legal fees and expenses, amounts paid in settlement of any claims, interest and any fines or penalties imposed by any exchange, self-regulatory organization or governmental agency), known or unknown, with respect to me or my Account or any transaction or position therein or as a result of my violation of any of your material representations, agreements or obligations under this Agreement, except to the extent that such liability, damage, cost or expense arises out of U.S. Bancorp Advisors' gross negligence, willful misconduct, fraud or other nonwaivable claims under federal and state securities laws. I agree to pay and authorize U.S. Bancorp Advisors and NFS to charge me for any direct or indirect costs of collection, defense and enforcing any of our rights under this Agreement including, but not limited to, interest, legal fees, court costs and other expenses.

6. Amendments, Assignments and Terminations. No provision of this Agreement may be waived or amended except in writing and signed by an authorized officer of U.S. Bancorp Advisors or NFS. I agree that U.S. Bancorp Advisors may amend this Agreement upon notice to me. This Agreement will be continuous and will survive any temporary or intermittent closing out or reopening of any Account with U.S. Bancorp Advisors, shall be binding upon my heirs and estate and shall inure to the benefit of U.S. Bancorp Advisors' and NFS' successors and assigns. U.S. Bancorp Advisors and NFS may transfer my Accounts to their respective successors and assigns. U.S. Bancorp Advisors, in its discretion, may close any Account holding assets at any time upon written notice to me. The notice shall provide me the ability to elect to have my assets transferred to another brokerage firm of my choosing. If no election is made within a reasonable period as specified within the notice, U.S. Bancorp Advisors is authorized to liquidate and/or deliver to the last address specified on the Account

all securities and/or disburse to me all money balances held within the Account. In addition, U.S. Bancorp Advisors may close any Account with a zero balance at any time without notification to me.

7. Applicable Rules and Regulations. This Agreement and all transactions under this Agreement will be subject to the constitution, all applicable laws and the rules and regulations of all federal, state and self-regulatory agencies, including but not limited to FINRA and the customs and usages of the exchange or market and the clearing house where transactions are executed.

8. Authority to Act as Broker. In purchasing and selling securities and other property for me, U.S. Bancorp Advisors shall act as my broker except where specific agreement or notice in writing is given to the contrary including NFS, which shall act as Clearing Broker of U.S. Bancorp Advisors and Carrying Broker for my account. U.S. Bancorp Advisors and NFS each may employ sub-brokers of their selection. U.S. Bancorp Advisors and NFS each may deal with members of any exchange who are specialists or odd-lot dealers who in the execution of my orders may act as sub-brokers for me and may also buy and sell securities and other property for themselves as dealers for their own accounts.

9. Clearing Broker Relationship. Client understands that U.S. Bancorp Advisors has entered into an agreement with NFS to execute and clear brokerage transactions for Client's Account. A list of the respective responsibilities of U.S. Bancorp Advisors and NFS appears in the section of this Agreement entitled "Notice to Clients" located in Section 34 of this Agreement.

Client understands that unless Client instructs U.S. Bancorp Advisors otherwise in writing, Securities and Other Property purchased for a Carried Account will be held by NFS.

Client understands that if Client's Securities and Other Property are held in a Non-Domiciled Account with other entities, including the Bank, they may not be protected by SIPC, certain services and features available with U.S. Bancorp Advisors Carried Accounts may not be available for such Securities and Other Property, and separate fees may apply.

Transactions for Securities and Other Property may be executed through entities other than NFS, including U.S. Bank and its affiliates. U.S. Bancorp Advisors, U.S. Bank, or an affiliate of either of them may act as principal in transactions for Client's Account and receive compensation for these transactions. Client understands that U.S. Bancorp Advisors may share with, remit to, or otherwise pay NFS for its services from U.S. Bancorp Advisors commissions and/or fees charged.

NFS will provide margin loans only if Client applies for a margin Account, Client's application for such loans is approved, and Client agrees to the separate margin Account agreement.

10. Purchases and Sell Orders, Settlement, Interest, Dividends and Mutual Fund Redemptions.

A. Purchase and Sell Orders

Prior to executing any order to sell Securities or Other Property, U.S. Bancorp Advisors must receive such Securities and Other Property in good transferable form, which means that the Securities and Other Property must be freely transferable. Unless Client specifies that the purchase or sell order be executed on a specific exchange or market, and U.S. Bancorp Advisors and NFS have agreed to such execution, U.S. Bancorp Advisors or NFS will, at their sole discretion, and without prior notice to Client and as described at the end of this Agreement in the section entitled "Order Routing and Payment for Order Flow," execute any order to purchase or sell Securities or Other

Property in any location or on any market or exchange, including a foreign exchange, where such Security or Other Property is traded. Client understands that if Client requests transactions to be executed for Client's Account on a specific market or exchange, and U.S. Bancorp Advisors and NFS agree to such execution, separate fees may apply.

Restricted and Control Securities. Client will not buy or sell any Securities or Other Property of an issuer of which Client is an affiliate, or sell any restricted or control Securities, except in all cases in compliance with applicable laws and regulations and with prior notice to U.S. Bancorp Advisors thereof, including notice of any restrictions (including contractual lockup or blackout restrictions) on Client's ability to sell such Securities, and to promptly furnish U.S. Bancorp Advisors with whatever information and documents U.S. Bancorp Advisors needs to comply with its regulatory duties and otherwise to execute the transaction. Client acknowledges that furnishing the necessary information and documents does not constitute an order to sell Client's restricted/control Securities, and that Client must place a separate order to sell. Client agrees that Client is responsible for all costs, including the cost to repurchase Securities, if Client sells Securities that are later found to be restricted or nontransferable, and that the proceeds from the sale of Client's restricted/control Securities may not be made available to Client for withdrawal or trading purposes until U.S. Bancorp Advisors receives what U.S. Bancorp Advisors, in its sole opinion, considers to be adequate verification that Client's restricted/control shares have been transferred or cleared for transfer.

Alternative Investments. Client will not buy, hold, or sell in a Carried Account certain publicly or non-publicly traded alternative investment assets such as limited partnerships, hedge funds, or other private investment funds (collectively "Alternative Investments") without the consent of U.S. Bancorp Advisors and (if applicable) NFS. In the event such consent is granted, Client understands and agrees that Client will be required to execute a separate agreement that will govern the duties of U.S. Bancorp Advisors and NFS with respect to Alternative Investments. Client understands and agrees that U.S. Bancorp Advisors does not typically hold or solicit Alternative Investments, does not take responsibility for valuing or monitoring such investments, and if U.S. Bancorp Advisors and NFS agree to hold such Alternative Investments they will do so solely as an accommodation to Client.

B. Settlement

Client agrees to pay for all transactions in Client's Carried Account that U.S. Bancorp Advisors reasonably believes Client authorized, including commissions and fees for such transactions. If Client fails to have adequate collected funds in Client's Carried Account or fails to deliver Securities or Other Property in good transferable form on or before settlement (which generally is 2:00 p.m. Eastern Time), U.S. Bancorp Advisors or NFS may refuse to execute Client's transaction or cancel it without notice to Client, and Client will be liable for any resulting loss. Unless Client makes other arrangements, Client understands that U.S. Bancorp Advisors will first use the available collected funds in Client's Carried Account to pay for Client's purchase transactions, and if collected funds are not available in Client's Carried Account, Client authorizes U.S. Bancorp Advisors to initiate transfers of margin credit if Client has a margin Account, cash from Client's Core Account Investment Vehicle, Client's U.S. Bank Account(s), or any electronically linked bank Account(s), as applicable, to pay for them. Funds shall be considered "collected" at the time of deposit if Client deposits cash and at the time the depository into which the item is deposited receives final credit on its books for the item if Client deposits checks or other non-cash items.

If Client sends U.S. Bancorp Advisors a check for deposit to Client's Account, U.S. Bancorp Advisors will promptly credit it to Client's Account, and it will be subject to collection and any applicable hold period. If a check that Client deposits is returned unpaid, U.S. Bancorp Advisors may charge a fee to Client's Account, and U.S. Bancorp Advisors reserves the right to, but is not obligated to, redeposit the check with or without notice to Client of the redeposit.

Investments in a Core Account Investment Vehicle that Client makes by check will earn dividends or interest, if any, as described in the Bank Deposit Sweep Program Disclosure Statement. Client understands that access to the redemption proceeds of shares of a mutual fund that Client purchases with a check(s) may be withheld for up to 7 Business Days (20 Business Days for acceptable foreign checks) after the purchase, to assure that such checks have been collected. Client understands that such withholding may result in dishonor of checks or rejection of other debit items if such redemption proceeds are not otherwise available to Client within Client's Account.

C. Settlement of Non-Domiciled Accounts

Client transactions in Non-Domiciled Accounts will be settled on a delivery versus payment basis by the custodian where Client's Securities and Other Property are held.

D. Interest, Dividends and Mutual Fund Redemptions

If Client is entitled to receive interest and dividend payments with respect to the assets in Client's Carried Account, U.S. Bancorp Advisors will credit them to Client's Carried Account when paid, or at the discretion of U.S., Bancorp Advisors and only upon its receipt of such payments by the issuer. U.S. Bancorp Advisors will handle the disposition of dividend and other distribution income in accordance with the instructions Client has provided on Client's Account application.

11. Income on Balances Awaiting Investment

A. Core Account Investment Vehicles

Client understands that Client may earn income on the cash balances in Client's Carried Account awaiting investment by either doing nothing, in which case uninvested cash in the Carried Account will be "swept" or deposited into the BDSP, a mutual fund for investment advisory accounts, and any other vehicle that U.S. Bancorp Advisors makes available from time to time. Client agrees to read and be bound by the disclosure or mutual fund prospectus, as applicable, for the Core Account Investment Vehicle, which explains the respective deposit/investment and certain limitations.

Client authorizes and directs U.S. Bancorp Advisors to sweep to the default Core Account Investment Vehicle, the proceeds of Securities and Other Property sold, and interest, dividends, and other payments received by U.S. Bancorp Advisors for Client's Carried Account and on Client's behalf. Client understands that any such automatic investments by U.S. Bancorp Advisors on Client's behalf shall be subject to Client's prior payment, either by Client or by debits initiated by U.S. Bancorp Advisors on Client's behalf, of obligations in Client's Carried Account, including, but not limited to, settlement of Securities and Other Property transactions, margin loan balances (if applicable), and any other debt obligations. Client understands that U.S. Bancorp Advisors can change the Core Account Investment Vehicle(s) available for Client's Carried Account at any time, including changing the Core Account Investment Vehicle from a mutual fund to a Bank Deposit Account and changing the eligibility requirements for each alternative.

B. Money Market Fund (only available for investment advisory accounts)

If Client has an investment advisory account a Money Market Fund will be Client's Core Account Investment Vehicle, U.S. Bancorp Advisors will sweep Client's cash balances awaiting investment into Client's Core Account Investment Vehicle daily for amounts of \$1 or more, or weekly for lesser amounts. (All investments must meet the fund's investment minimums.) Money in Client's Money Market Fund Core Account Investment Vehicle earns dividends as described in the applicable fund's prospectus. If U.S. Bancorp Advisors offers a different Money Market Fund as a default Core Account Investment Vehicle in the future, these provisions regarding sweep amount timing, dividends, and minimum fund investments will still apply. Client's Account statement details all activity in the Money Market Fund. This statement is provided in lieu of a confirmation that might otherwise be provided to Client with respect to this activity. To learn more, Client will refer to the fund's prospectus.

If you utilize a Fidelity money market fund as your core investment vehicle, the Intra-day Free Credit Balance, if any, generated by activity occurring prior to the market close each Business Day (or 4:00 p.m. ET on Business Days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into your core account and invested in your core position at the market close. There will be an additional automatic sweep into your core account early in the morning prior to the start of business on each Business Day that will also be invested in your core position at that time. This will include your After-hours Free Credit Balance along with credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such Business Day.

C. Bank Deposit Sweep Program (BDSP) (only available for brokerage accounts, not investment advisory accounts)

If Client is automatically defaulted to and enrolled in the BDSP as the Client's Core Account Investment Vehicle, Client's cash balances awaiting investment will be swept to the BDSP daily. Money in the BDSP earns interest at the rate determined by U.S. Bancorp Advisors as described in the applicable Sweep disclosure statement. The rate of interest may change at any time without notice to Client. Client understands that any deposits (including certificates of deposit) that Client maintains in the same capacity at the Bank either directly or through an intermediary (such as through U.S. Bancorp Advisors or another broker) will be aggregated for purposes of determining the maximum applicable FDIC insurance coverage for those Deposit Accounts, and that Client is responsible for monitoring the total amount of deposits that Client has with U.S. Bank in order to determine the extent of FDIC deposit insurance coverage available to Client. Client's Account statement details all activity in the BDSP. Client will refer to the Sweep disclosure statement for more information about the BDSP.

If you utilize the BDSP as your core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to NFS's nightly processing cycle, is automatically swept into your core account as part of that nightly cycle (the "Evening Bank Sweep") and reflected in your Account as Program Deposits (as defined below) in anticipation of the deposit process described below occurring on the next Business Day.

There will be an additional automatic sweep into your core account early in the morning prior to the start of business on each Business Day that will also be invested in your core position at that time (the "Morning Bank Sweep"). This will include credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such Business Day.

The total amount of the Evening Bank Sweep and the Morning Bank Sweep is referred to as your Cash Balance. In the morning of the Business Day of the Morning Bank Sweep, your Cash Balance will be deposited in an FDIC- insured interest-bearing account at U.S. Bank. The amount on deposit may be referred to as the Consumer Deposit Program or the Business Deposit Program (individually or collectively also referred to as "BDSP" or "BDSPSM") and is eligible for FDIC insurance up to permissible FDIC insurance limits. Your deposit in the BDSP will earn interest, provided that the accrued interest for a given day is at least half a cent.

12. Authority to Sell, Purchase or Cancel. Any sale, purchase or cancellation authorized by items 6 and 37 of this Agreement may be made according to U.S. Bancorp Advisors' judgment and in its discretion on the exchange or other market where such business is then usually transacted, at public auction or at private sale, without advertising the same and without any notice, prior tender, demand or call, and U.S. Bancorp Advisors may purchase the whole or any part of such securities free from any right of redemption. In any case I will remain liable for any deficiency and will be responsible for any loss, cost or expense of collection (including, but not limited to, attorneys' fees) that U.S. Bancorp Advisors may sustain.

13. Call Notices Monitoring. USBA shall have no responsibility for monitoring financial publications for, or notifying Client of, notices of redemption, conversions, exchanges, calls, puts, subscription rights, and script certificates ("Corporate Actions"), and USBA shall not be obligated to take any action with respect thereto.

14. Responsibilities for Understanding Securities and Other Property.

Client understands that Client is responsible for knowing and understanding the rights and terms for all Securities and Other Property that Client purchases, sells, and maintains in Client's Account, including, but not limited to, stock splits, reorganizations, mergers, name changes, symbol changes, dividends (including stock dividends), options symbols, and options deliverables. Client acknowledges that certain Securities may impart valuable rights that expire unless Client takes some action.

For example, warrants and stock purchase rights typically may be exercised only on or before a specified expiration date; certain convertible redeemable Securities will be redeemed automatically unless Client exercises Client's conversion rights before a specified redemption date; certain bonds may be redeemed, at the holder's option, only during specified periods; or some Securities may become the subject of tender or exchange offers, which are limited in time.

Client understands that Client is responsible for knowing the expiration and redemption dates and the circumstances under which rights associated with Client's Securities and Other Property may be called, cancelled, and/or modified, and for taking action to realize the value of Client's Securities and Other Property. However, and solely with respect to Carried Accounts, if any such Security or Other Property is about to expire worthless; be redeemed, exchanged, converted, tendered, or exercised; or remain at a value significantly less than the value Client would have received if Client had given USBA specific instructions, and USBA has not received instructions from Client, at the discretion of USBA or NFS, USBA or NFS may, but are not obligated to, sell, redeem, exchange, tender, convert, or exercise the Security or Other Property for Client's Carried Account.

Client understands that USBA will charge Client a brokerage commission and/or fee for any such transaction. Although USBA or NFS may take the actions described above, USBA and NFS are not obligated to do so or to notify Client of impending expiration or redemption dates. Client agrees not to hold USBA or NFS liable for

any decrease in the value of Client's Securities or Other Property or for other losses resulting from Client's failure to give USBA instructions regarding how to respond to a tender offer, exchange offer, or other offer or transaction with respect to Client's Securities or Other Property, or from any action USBA or NFS takes or does not take with respect to Client's Securities or Other Property in this regard.

15. Confirmations and Account Statements. Order confirmations and Account statements will be conclusive if I do not object in writing within 10 [ten] days after the confirmation or Account statement has been sent to me. I understand if I choose to have systematic transactions, I will not receive confirmation immediately. My monthly and/or quarterly Account statements will reflect any systematic transactions that occurred within that time period.

The market values, ratings, and prices reported on statements and confirmations represent the prices, ratings, and values provided to U.S. Bancorp Advisors and NFS by third-party quotation services that are generally considered reliable; however, U.S. Bancorp Advisors and NFS do not guarantee the accuracy of such values, ratings, and prices. The actual price at which Securities and Other Property may be bought and sold may be significantly different from that shown on the statement and confirmation.

Sales and redemptions will be handled as follows unless Client identifies specific Securities or Other Property to be sold and/or redeemed, or specifies another method for sale or redemption on a form that U.S. Bancorp Advisors provides for this purpose (or Client otherwise specifies in writing):

- Sales and redemptions of non-mutual funds will default to a FIFO (First In, First Out) basis, in which oldest lots are depleted first in a sell or transfer restriction.
- Mutual funds will default to average cost (the total dollar amount of shares owned divided by the total number of shares).

If Client wishes to receive statements, confirmations, and other notices electronically, Client will give their consent for them on USBA's and the Bank's Digital Services Agreement or NFS's Electronic Notification Agreement, as applicable.

If you wish to change the cost-basis method, contact your U.S. Bancorp Advisors financial professional or the U.S. Bancorp Advisors Client Service Center at 800-888-4700. Once a trade settles, no change to the cost-basis methodology can be made.

16. Continuation. If any provision hereof is or at any time should become inconsistent with any present or future law, rule or regulation of any securities exchange, or of any sovereign government or a regulatory body thereof and if any of these bodies have jurisdiction over the subject matter of this Agreement, said provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects this Agreement shall continue and remain in full force and effect.

17. Corporate Action Events. U.S. Bancorp Advisors shall notify their customers of any information concerning corporate action events that are received by U.S. Bancorp Advisors for securities in customer accounts. U.S. Bancorp Advisors shall process (A) elections that the customer provides by the applicable deadline to U.S. Bancorp Advisors, and (B) any payments to/from accounts, as applicable, in connection with such event. In instances when U.S. Bancorp Advisors is unable to process a corporate action event or other responsibilities due to operational limitations or other reasons, U.S. Bancorp Advisors will not participate in the event. U.S. Bancorp Advisors will attempt to find alternative means to facilitate the event when it is unable to do so but cannot guarantee that any may be available. In the instance

that we are holding securities in customer name, the customer would receive notifications directly from the issuer and be responsible for any reorganization event.

18. Definitions. For purposes of this Agreement:

“Account” means both a “Carried Account” and a “Non-Domiciled Account” as such terms are defined below. The term “Account” is only used in this Agreement when a specific reference is relevant to both a “Carried Account” and a “Settlement Account.”

“Affiliate” means any person that directly or indirectly controls, is controlled by or is under common control with U.S. Bancorp Advisors.

“Business Days” means Monday through Friday, excluding legal holidays. Although U.S. Bancorp Advisors offices may be open on certain days that are not Business Days, these days are not considered Business Days for purposes relating to transfers of funds.

“Carried Account” means the brokerage Account(s), if any, Client has with U.S. Bancorp Advisors that is carried by NFS, which is to be used for buying, selling, and holding Securities and Other Property (as defined below) according to Client's instructions.

“Core Account Investment Vehicle” means an account into which cash awaiting investment in a Carried Account can be transferred, including BDSP, a mutual fund, and any other vehicle that U.S. Bancorp Advisors makes available from time to time, as described in this Agreement.

“FINRA Institutional Client” means a Client that is one of the following types of legal entities: (1) a bank, savings and loan association, insurance company, or registered investment company; (2) an investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or (3) other legal entities (such as a corporation, business trust partnership, LLC, or otherwise) and natural persons that have total assets of at least \$50 million.

“Institutional Client” means either a FINRA Institutional Client (as defined above) or other legal entities (such as a corporation, business trust partnership, LLC, or otherwise) that are not natural persons.

“Money Market Fund” means any registered money market mutual fund that U.S. Bancorp Advisors has made available for Client's Account, including a fund advised or sub-advised by U.S. Bank or an affiliate of U.S. Bancorp Advisors.

“Non-Domiciled Account” means an Account that U.S. Bancorp Advisors maintains for a Client that has its own custodian and whose transactions in Securities and Other Property are executed with U.S. Bancorp Advisors and settled by NFS with Client's own custodian. References in this Agreement pertaining to NFS's custodial role do not apply to Clients that settle transactions on a “delivery vs. payment” basis and/or through their own custodian.

“Other Property” means investments other than securities, including money market instruments and financial instruments, which include but are not limited to certificates of deposit, banker's acceptances, and commercial paper.

“Securities” means securities of any kind and nature, whether for present or future delivery.

19. Deposit Holds. U.S. Bancorp Advisors reserves the right to place a hold on trading or disbursing your deposited funds for a time determined at our discretion. Hold times will vary depending on the type of deposit (i.e., Check, Wire, ACH).

20. Disclosure of Beneficial Ownership. I understand that for shareholder communications, U.S. Bancorp Advisors will disclose my name, address and securities positions to issuers of securities held in my Account.

21. ERISA Fiduciary Acknowledgment. When we provide investment advice to you regarding your Retirement Accounts, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing Retirement Accounts. Retirement Accounts are retirement and other qualified accounts (including workplace retirement plans, IRAs, SEPs, SIMPLE IRAs, educational savings accounts and other similar accounts). The way we make money creates certain conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours.

Under this special rule's provisions, when providing certain investment recommendations, we must also:

- Meet a professional standard of care (give prudent advice);
- Not put our financial interests ahead of yours (give loyal advice);
- Avoid misleading statements about our conflicts of interest, fees and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about our conflicts of interest.

Limitations to our Acknowledgment of Fiduciary Status

This fiduciary acknowledgment does not create an ongoing duty to monitor your Accounts or create or modify a contractual obligation or fiduciary status under any state or federal laws other than the retirement laws. Not all services or activities that we provide to your Retirement Accounts constitute fiduciary investment advice subject to the provisions above. As examples, we are not fiduciaries under the retirement laws when we provide:

- General information and education about the financial markets, asset allocations, financial planning illustrations and the advantages and risks of particular investments;
- General information and education about issues and options that should be considered when deciding whether to rollover or transfer Retirement Account assets to us;
- Recommendations about investments held in accounts that are not Retirement Accounts (i.e., taxable accounts) or held in accounts at financial institutions other than U.S. Bancorp Advisors;
- Recommendations that you execute at another financial institution;
- Transactions or trades you execute without a recommendation from us (e.g., unsolicited trades), or that are contrary to, or inconsistent with, our recommendation; and
- Recommendations that do not meet the definition of fiduciary "investment advice" in Department of Labor regulation section 2510.3-21. For your information, fiduciary investment advice means investment advice for a fee or other compensation rendered on a regular basis pursuant to a mutual understanding that such advice will serve as a primary basis for your investment decision, and that will be individualized to the particular needs of your IRA or plan Account.

Individual Retirement Account ("IRA") Rollovers

We provide (1) general information and education to you about the factors to consider when deciding whether to move retirement assets to U.S. Bancorp Advisors, or (2) a recommendation that you move your retirement assets to U.S. Bancorp Advisors. If we provide you with a recommendation to roll assets out of an employer plan, you understand and agree that our analysis of the costs and services to your retirement plan, as compared to the costs and services U.S. Bancorp Advisors provides, depends on the information you provide to us. You are responsible for updating us promptly if your investment objectives, risk tolerance and financial circumstances change.

IRA to IRA Transfers

If your Wealth Management Advisor recommends that you move assets from an IRA at another financial institution to U.S. Bancorp Advisors, he or she is required to consider, based on the information you provide, the reasons why the transfer is in your best interest. If your Wealth Management Advisor makes an IRA to IRA transfer recommendation, he or she has determined that the recommendation is in your best interest because:

- Different services and/or other benefits (including asset consolidation and holistic advice and planning) can be achieved with the U.S. Bancorp Advisors IRA;
- Differences between the investment options between the current and proposed IRA; and
- The costs associated with the U.S. Bancorp Advisors IRA are justified by these services and benefits.

Asset Transfers Between Account Types

1. Transfer of IRA Brokerage Assets to Advisory Account. If your Wealth Management Advisor recommends that you add retirement assets to an advisory account at U.S. Bancorp Advisors, he or she determined it is in your best interest based on your stated investment profile because:

- The account services and features include one or more of the following: ongoing account monitoring, discretionary management, holistic investment advice, access to affiliated/ third party managers and automatic account rebalancing; and
- The asset-based costs associated with U.S. Bancorp Advisors advisory account(s) are justified by these services and features.

2. Transfer of IRA Advisory Assets to Brokerage Account. If your Financial Advisor recommends that you add retirement assets to a brokerage account at U.S. Bancorp Advisors, he or she determined it is in your best interest based on your stated investment profile because:

- The account services and features include one or more of the following: low account minimum (although certain investment products have minimum investment amounts), fees are paid on a transactional basis, and the ability to maintain concentrated and illiquid positions; and
- The transaction-based costs associated with U.S. Bancorp Advisors brokerage account(s) are justified by these services and features.

Notwithstanding whether a recommendation has been made, you understand and agree that with respect to any assets you decide to move into a brokerage or advisory account, you must: (1) evaluate the investment and non-investment considerations important to you in making the decision; (2) review and understand the fees and costs associated with the account; (3) recognize that higher net fees (if applicable) will reduce your investment returns and ultimate

retirement assets; and (4) understand the conflicts of interest raised by the benefits to U.S. Bancorp Advisors and its employees resulting from your decision to move assets into the account.

More Information Regarding Fees, Services and Conflicts

For a description of our fees, services and conflicts of interest, please refer to the following documents:

- **U.S. Bancorp Advisors' Form CRS (Client Relationship Summary):** usbank.com/crs
- **Guide to Brokerage Recommendations: A Best Interest Disclosure:** usbank.com/best-interest
- **Form ADV Part 2A Appendix 1 (Wrap Brochure):** usbank.com/usba-adv2a

22. Fees and Commissions. Client understands that U.S. Bancorp Advisors will charge commissions and other fees for execution of Client's transactions and various service charges and other fees relating to Client's Account. Client agrees to pay all such charges, commissions, and fees at the then-prevailing rates, which Client understands may be changed from time to time upon notice to Client as required by law, and Client agrees to be bound by such changes. If Client has requested U.S. Bank to serve as custodian for Client's Account, Client understands that U.S. Bank may impose separate custody charges for its services. U.S. Bank and U.S. Bancorp Advisors receive compensation earned from cash swept into the BDSP or another Bank account. Client acknowledges that U.S. Bancorp Advisors and its affiliates and NFS receive compensation from balances held in the BDSP or similar bank accounts. Client acknowledges that compensation may consist of certain fees and allowances, including transaction fees, service payments, or a percentage of a sales load that U.S. Bancorp Advisors may receive from mutual funds, as disclosed in the applicable mutual fund prospectuses, and that U.S. Bancorp Advisors may receive distribution fees from a mutual fund under such fund's 12b-1 plan. This includes receipt of 12b-1 fees from Fidelity Money Market Mutual Funds if they are the Core Investment Vehicle (sweep) by your Wealth Management Advisor. Client also understands that purchases and redemptions of some mutual funds may be available without transaction or other fees if purchased or redeemed directly from the issuer, principal underwriter, or distributor. For further information, Client will consult the prospectus to the funds. Client further acknowledges that U.S. Bank and its employees, and U.S. Bancorp Advisors and its employees, may be compensated by third parties, including affiliates, with respect to referrals of business and the sale, distribution, and servicing of Securities and Other Property, insurance products, 401(k) solutions, CDs, and other products that U.S. Bancorp Advisors makes available from time to time. Client understands that U.S. Bancorp Advisors, U.S. Bank, or their affiliates may, if legally permissible, act as principal in the sale of certain Securities and Other Property and receive compensation in connection with doing so, and that U.S. Bancorp Advisors employees may be paid a portion of any compensation received in connection with Client's Account or in connection with a referral of Client's business to a third party or affiliate.

U.S. Bancorp Advisors will furnish to me a copy of the current fee schedule upon my request.

23. Governing Law. This Agreement and its enforcement will be governed by the laws of the State of New York.

24. Investment Advisory Account. If this Account is an investment advisory account, U.S. Bancorp Advisors is the investment adviser for the account.

25. Types of Accounts

A. Joint or Multiple Party Accounts

If there is one or more Account owner of Client's Accounts, "Client" refers to all Account owners, and each of the Account owners jointly and individually agrees that any Account owner has authority acting alone on behalf of Account to:

- Buy, sell (including short sales), and otherwise deal in Securities and Other Property on margin or otherwise;
- Receive confirmations, reports, statements of account, demands, notices, and communications of every kind on behalf of the Account;
- Receive money, Securities, and Other Property of every kind, and dispose of the same on behalf of the Account;
- Make agreements relating to any of the foregoing matters and to terminate, modify, or waive any of the provisions;
- Deal with U.S. Bancorp Advisors as fully and completely as if he or she alone was interested in this Account and without notice to the other Account participants; and
- Change Account features and services (but no Account owner may remove another's name from the Account).

Client understands that all obligations and liabilities arising under this Account are joint and individual, and may be enforced by U.S. Bancorp Advisors or NFS against any or all Account owners. U.S. Bancorp Advisors is authorized to follow the instructions of any Account owner without notice to any other Account owner in every respect and to deliver any or all monies, Securities, or Other Property to any Account owner upon the instructions of any single Account owner, or to any other person upon such instructions, even if such delivery or payment is to that Account owner personally and not to the others. U.S. Bancorp Advisors will be under no obligation to inquire into the purpose or propriety of such delivery or payment and is not bound to inquire into the disposition or application of such delivery or payment. This authority remains in force until written notice to the contrary is addressed to U.S. Bancorp Advisors and delivered to its office. U.S. Bancorp Advisors or NFS, at their sole discretion and for their sole protection, may terminate the Account upon receipt of such notice. U.S. Bancorp Advisors and NFS will be deemed to have fulfilled an obligation to all Account owners and to the Account if it or they fulfill such obligations to one Account owner. Notwithstanding the foregoing, U.S. Bancorp Advisors retains the right, at all times, to require written consent of all Account owners prior to acting upon the instructions of any Account owner.

Laws covering joint or community property vary by state. Client is responsible for verifying that the joint registration Client chooses is valid in Client's state. Client may want to consult Client's 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 of the Agreement on behalf of the Account.

B. Fiduciary Accounts

Fiduciary Accounts consist of accounts where a fiduciary is authorized to make decisions and take action with respect to the Account on behalf of the Account's beneficial owners. Fiduciaries

include a trustee; custodian under the Uniform Gifts to Minors Act (UGMA); custodian under the Uniform Transfer to Minors Act (UTMA); conservator; guardian; executor; administrator; attorney-in-fact; investment adviser; or other person to whom the beneficial owner of the Account has granted trading and/or discretionary authority over the Account. Client understands and agrees that U.S. Bancorp Advisors and NFS do not review any action or inaction by a fiduciary and are not responsible for determining the extent of the fiduciary's authorities, whether a fiduciary's action satisfies the standard of care applicable to such fiduciary's handling of the Account or for determining the validity of the fiduciary's status or capacity to serve as a fiduciary. Client agrees to hold U.S. Bancorp Advisors and NFS and their officers, directors, employees, agents, and affiliates harmless from any loss, liability claim, or expense (including attorneys' fees and disbursements) that is incurred as a result of the actions or non-actions of a fiduciary for Client's Account. In the event that there is more than one (1) fiduciary (such as co-trustees) with the authorization to make decisions and take action with respect to the Account, U.S. Bancorp Advisors retains the right, at all times, to require written consent of all fiduciaries (or co-trustees) prior to acting upon the instructions of any single fiduciary.

C. Custodial Account

By opening an UGMA or UTMA, Client agrees that all assets belong to the minor and that Client will only use them for the minor's benefit—even after the assets have been removed from the Account. Client agrees that at any time, U.S. Bancorp Advisors may, in its sole discretion and without prior notice to Client, disclose information about the Account to the beneficiary. Client also agrees that once the minor reaches the age of termination, Client will transfer the assets in the Account in an appropriate and timely manner consistent with applicable state law. In the event the assets are not transferred, U.S. Bancorp Advisors may in its sole discretion and without prior notice, (i) restrict the Account to prevent further activity including trading and/or (ii) if Client is unable and/or unwilling to transfer the assets, unilaterally transfer the custodial property to the beneficiary. Client agrees to indemnify and hold harmless U.S. Bancorp Advisors and its officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any such restrictions to the Account and/or the transfer of the custodial property by U.S. Bancorp Advisors, including without limitation any claims Client may or could have for any expenses incurred in the performance of Client's custodial duties and/or compensation for services that the Client has not already deducted from the UGMA/UTMA account prior to such restrictions and/or transfer.

D. Transfer on Death Account Registration

With transfer on death ("TOD") Account registration, Client can designate a beneficiary or beneficiaries who will receive all monies, Securities, or Other Property held in Client's Account at the time of Client's death (or upon the death of the last surviving Account owner, if this is a joint Account). U.S. Bancorp Advisors and NFS will not advise Client on whether TOD registration is appropriate for Client's tax or estate planning purposes. Client understands that registering a Securities Account in TOD form is legal only in certain states, and Client will consult with Client's legal or tax advisor as Client deems necessary before Client establishes or revokes a TOD registration.

Client can change Client's beneficiary designation at any time by completing a new Beneficiary Designation form and delivering it to U.S. Bancorp Advisors. U.S. Bancorp Advisors will rely on the latest Beneficiary Designation in its possession. Client understands that Client cannot change Client's beneficiary by will, codicil, or trust, or

other testamentary document. If U.S. Bancorp Advisors considers it necessary, U.S. Bancorp Advisors may request additional documents from any beneficiaries before U.S. Bancorp Advisors transfers assets to any of them from Client's Account. NFS has no responsibility to determine the registration or ownership of the Account as a whole, either before or after Client's death.

"Per Stirpes" designation rules may vary from state to state. It is Client's responsibility to consult with an estate planning attorney or other expert to determine whether Per Stirpes designation is available and/or appropriate for Client's situation. By checking the Per Stirpes box associated with a given beneficiary, Client is agreeing that if that beneficiary predeceases Client, his or her share of the Account will pass through to his or her descendants in accordance with state law. If more than one (1) person is named as a beneficiary and no share percentages are indicated, U.S. Bancorp Advisors will make payment in equal shares to Client's primary beneficiary or beneficiaries who survive Client. If a percentage is indicated for a primary beneficiary who does not survive Client, and if Client has not checked the Per Stirpes box, the percentage of that beneficiary's designated share will be divided equally among the surviving primary beneficiaries. If there is no primary beneficiary living at the time of Client's death, Client hereby directs that the balance is to be distributed to the contingent beneficiary or beneficiaries listed.

E. Institutional Account

Except as otherwise required by SEC Regulation Best Interest, if Client is a FINRA Institutional Client, Client acknowledges and agrees that (1) Client's Account and transactions through U.S. Bancorp Advisors will be treated as an "Institutional Account" within the meaning of FINRA Rules 2111(b) and 4512(c); (2) Client is an entity that meets the definition of an "Institutional Account" within the meaning of FINRA Rule 4512(c); (3) Client is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a Security or Securities and Other Property; (4) Client will exercise independent judgment in evaluating the recommendations of U.S. Bancorp Advisors or its associated persons, unless Client has otherwise notified U.S. Bancorp Advisors in writing; and (5) Client will notify U.S. Bancorp Advisors immediately if anything about its investments objectives ceases to be true.

F. Retirement Account

Client understands that the Internal Revenue Code ("IRC") establishes roll over guidance and annual contribution and distribution limits permitted for your Individual Retirement Account ("IRA"). If you rollover ineligible amounts, or contribute more or distribute less than the annual IRS limit, you may be subject to tax, interest and penalties.

Client assumes full responsibility for ensuring that their rollover or total annual contribution or distribution for the taxable year is within those IRC established limits for IRAs, and instructions for rollovers, contributions and distributions, either on U.S. Bancorp Advisors-provided forms or client-provided correspondence, must be clear.

Client understands that it is Client's responsibility to comply with IRS rules, and Client is aware of tax penalties and/or consequences and that may consult a tax advisor on issues pertaining to Client's retirement account.

If we fail to receive directions from you regarding any transaction, if we receive ambiguous directions regarding any transaction, or if we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government

or judicial authority. We will not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act.

26. Liquidation Requests. If you want to sell one or more of the securities in your Account, please contact your Wealth Management Advisor, call U.S. Bancorp Advisors Client Service Center or submit your request online. Because the value of securities is subject to market fluctuation, U.S. Bancorp Advisors cannot accept your written request to sell the securities in your Account. In the event that you move your Account to another firm, U.S. Bancorp Advisors also cannot accept a written request from that firm to sell the securities in your Account.

27. Margin Loans and Options. Margin loans, if any, shall be made by NFS not U.S. Bancorp Advisors. I shall not request any margin loans or option transactions without first complying with all requirements of NFS and (if applicable) U.S. Bancorp Advisors. For IRA Accounts, margin loans are not permitted and will not be made by NFS or U.S. Bancorp Advisors. Option transactions may be permitted in IRA Accounts and must comply with regulations governing option trading.

28. My Reporting Obligation. In the interest of better client service and for our mutual protection, I agree to immediately report any trades and transactions that were executed without my prior authorization; any transactions that I believe to be inappropriate given my investment objectives; any transactions which are not properly reflected on my confirmation or monthly statement; or any other activities or omissions by U.S. Bancorp Advisors or its agents or employees that I believe to be improper. Such communication will be directed to the Compliance Department.

29. Notification of Changes. I agree to notify U.S. Bancorp Advisors immediately of any changes to the representations I have made in this Agreement.

30. Order Routing and Payment for Order Flow. 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' order-routing 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.

31. Payment of Obligations Upon Demand. I will discharge my obligations to U.S. Bancorp Advisors upon demand and pay amounts due U.S. Bancorp Advisors, including costs and expenses of collection and attorneys' fees incurred in connection with collection.

32. Notices to Clients. FINRA Rule 4311 requires that U.S. Bancorp Advisors and NFS identify the various Account administration functions that U.S. Bancorp Advisors and NFS perform for Client Accounts. The following is a summary of the allocation of services performed by U.S. Bancorp Advisors and NFS. A more complete description is available upon request.

U.S. Bancorp Advisors is responsible for (1) obtaining and verifying brokerage Account information and documentation; (2) opening and approving brokerage Accounts; (3) transmitting timely and accurate instructions to NFS with respect to Client's brokerage Account; (4) determining the suitability of any investment recommendations and advice; (5) operating brokerage Accounts in compliance with applicable laws and regulations, and if the Account is a margin Account, advising Client of margin requirements and overseeing that Client's margin Account is in compliance with margin rules pertaining to margin Accounts; and (6) maintaining required books and records for the services it performs. Certain pricing and other information may be provided by U.S. Bancorp Advisors or obtained from third parties that has not been verified by NFS.

NFS shall, at the direction of U.S. Bancorp Advisors: (1) execute, clear, and settle transactions processed through NFS by U.S. Bancorp Advisors; (2) prepare and send transaction confirmations and periodic statements of Client's Carried Account (unless U.S. Bancorp Advisors has undertaken to do so); (3) for Carried Accounts, act as custodian for funds and Securities and Other Property received by NFS on Client's behalf; (4) follow the instructions of U.S. Bancorp Advisors with respect to transactions and the receipt and delivery of funds and Securities for Client's Carried Account; (5) extend margin credit for purchasing or carrying Securities on margin if Client has a margin Account; and (6) maintain proper books and records of all services NFS performs in connection with Client's Account.

For purposes of qualified retirement plan accounts' administration, neither NFS nor U.S. Bancorp Advisors provides any tax withholding or governmental reporting services. These obligations are the sole responsibility of the Trustee and/or Plan Administrator of the qualified retirement plan.

33. PRE-DISPUTE ARBITRATION AGREEMENT

THE FOLLOWING PROVISION DOES NOT APPLY TO INSTITUTIONAL ACCOUNTS.

An "Institutional account" means the account of a bank, savings and loan association, insurance company, registered investment company, registered investment adviser or any other person (whether a natural person, corporation, partnership, trust, or otherwise) with total assets of at least \$50 million.

PLEASE KEEP THIS DOCUMENT FOR YOUR RECORDS. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- (a) **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THEIR 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 IS VERY LIMITED.**
- (c) **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED THAN IN COURT PROCEEDINGS.**
- (d) **THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING, AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.**
- (e) **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE**

**A MINORITY OF ARBITRATORS WHO WERE OR ARE
AFFILIATED WITH THE SECURITIES INDUSTRY.**

(f) **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE
TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION.
IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR
ARBITRATION MAY BE BROUGHT IN COURT.**

(g) **THE RULES OF THE ARBITRATION FORUM IN WHICH THE
CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL
BE INCORPORATED INTO THIS AGREEMENT.**

ALL CONTROVERSIES THAT MAY ARISE BETWEEN ME, YOU AND NFS CONCERNING ANY SUBJECT MATTER, ISSUE OR CIRCUMSTANCE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, CONTROVERSIES CONCERNING ANY ACCOUNT, ORDER OR TRANSACTION OR THE CONTINUATION, PERFORMANCE, INTERPRETATION OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN ME, YOU AND NFS WHETHER ENTERED INTO OR ARISING BEFORE, ON OR AFTER THE DATE THIS ACCOUNT IS OPENED) SHALL BE DETERMINED BY ARBITRATION IN ACCORDANCE WITH THE RULES THEN PREVAILING OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA) OR ANY UNITED STATES SECURITIES SELF-REGULATORY ORGANIZATION OR UNITED STATES SECURITIES EXCHANGE OF WHICH THE PERSON, ENTITY OR ENTITIES AGAINST WHOM THE CLAIM IS MADE IS A MEMBER, AS I MAY DESIGNATE. IF I DESIGNATE THE RULES OF A UNITED STATES SELF-REGULATORY ORGANIZATION OR UNITED STATES SECURITIES EXCHANGE AND THOSE RULES FAIL TO BE APPLIED FOR ANY REASON, THEN I SHALL DESIGNATE THE PREVAILING RULES OF ANY OTHER UNITED STATES SECURITIES SELF-REGULATORY ORGANIZATION OR UNITED STATES SECURITIES EXCHANGE OF WHICH THE PERSON, ENTITY OR ENTITIES AGAINST WHOM THE CLAIM IS MADE IS A MEMBER. IF I DO NOT NOTIFY YOU IN WRITING OF MY DESIGNATION WITHIN FIVE (5) DAYS AFTER SUCH FAILURE OR AFTER I RECEIVE FROM YOU A WRITTEN DEMAND FOR ARBITRATION, THEN I AUTHORIZE YOU AND/OR NFS TO MAKE SUCH DESIGNATION ON MY BEHALF. THE DESIGNATION OF THE RULES OF A UNITED STATES SELF-REGULATORY ORGANIZATION OR UNITED STATES SECURITIES EXCHANGE IS NOT INTEGRAL TO THE UNDERLYING AGREEMENT TO ARBITRATE. I UNDERSTAND THAT JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION OR WHO IS A MEMBER OF A PUTATIVE CLASS 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 CLIENT 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.

34. Recording of Telephone Conversations. For our mutual protection, U.S. Bancorp Advisors and its agents may record our telephone conversations by electronic recording equipment. This authorization constitutes standing and continuing permission to record all telephone conversations. U.S. Bancorp Advisors need not give me specific notice of the recording of any particular telephone conversation.

35. Securities Handling. Securities will be held in street name by NFS unless Client requests otherwise in writing. Please be advised that not all securities can be converted to a physical certificate, and that a fee applies for each requested physical certificate. Processing fees will be charged for each certificate.

36. Self-Directed Brokerage Account. If this Account is a self-directed brokerage account, you make and place any trades within the Account on your own, either online or, for an additional fee, by phone through the U.S. Bancorp Advisors Client Service Center. U.S. Bancorp Advisors will act as broker for purposes of buying and selling securities based on Client's orders and instructions. U.S. Bancorp Advisors does not give investment advice, tax advice, legal advice or make recommendations for the purchase or sale of securities in a self-directed brokerage Account.

37. Set Off and Other Rights of U.S. Bancorp Advisors. Client agrees that Client shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of Client's Carried Accounts, and that Client shall be liable to U.S. Bancorp Advisors for any deficiency remaining in any such Carried Accounts in the event Client's Carried Account is liquidated, in whole or in part, by U.S. Bancorp Advisors or by Client, and Client will make payment of such obligations and indebtedness upon demand. Client authorizes U.S. Bancorp Advisors to initiate debits to and/or setoffs against Client's Carried Account; Client's Core Account Investment Vehicle, if any; any other Account; Securities, or Other Property at U.S. Bancorp Advisors or NFS; and to Client's designated Bank Account or any U.S. Bank Account, if any, for payment of all debit items to Client's Carried Account and debts as they become due, including, but not limited to, payment of all purchases of Securities and Other Property, including any associated fees and commissions; margin loan payments, including interest and other fees thereon, if Client has a margin Account with NFS and any sums necessary to maintain the required minimum equity in such margin Accounts; and any other amounts Client owes U.S. Bancorp Advisors or NFS pursuant to any agreement with U.S. Bancorp Advisors or NFS. Client understands that if there are insufficient collected funds in Client's Carried Accounts to fully pay for any transaction and/or (if applicable) adequate margin credit therefore, U.S. Bancorp Advisors reserves the right to cancel the trade and/or decline to honor the debit. U.S. Bancorp Advisors, in its sole discretion, can elect at any time to make any debit balance or other obligation in Client's Carried Account immediately due and payable, and Client agrees that if Client fails to pay the indebtedness after a demand for payment from U.S. Bancorp Advisors, U.S. Bancorp Advisors may close Client's Carried Account and liquidate the assets in Client's Carried Account, in Client's Core Account Investment Vehicle, and/or in Client's Bank Account in an amount sufficient to pay Client's indebtedness.

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

- Securities and Other Property transactions (including any margin calls) and any Account fees

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

- Any cash available in Client's Carried Account without incurring margin interest charges (including Core Account Investment Vehicle balances)
- If Client has a margin Account, any margin credit available
- Any shares in another Money Market Fund, including any in another Account with the same registration (which Client

authorizes U.S. Bancorp Advisors and NFS to sell for this purpose when Client signs the application)

Any Securities or Other Property in Client's Carried Account or any other Account at U.S. Bancorp Advisors or NFS in which Client has an interest.

38. Security Interest. As security for the repayment of all present or future indebtedness owed to U.S. Bancorp Advisors by any Carried Account owner under this Agreement or otherwise, Client grants to U.S. Bancorp and NFS a continuing security interest in and lien on, and a right of setoff with respect to, Securities and Other Property that are now, or in the future may be, held, carried, or maintained for the Carried Account, and in Securities and Other Property in any present or future Account with U.S. Bancorp.

39. Severability. If any provision or condition of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision or condition, and the validity of the remaining provisions and conditions will not be affected.

40. Sharing of Information. U.S. Bancorp Advisors or NFS may not share my non-public personal information with any unaffiliated third parties except as permitted by law or pursuant to my consent. U.S. Bancorp Advisors or NFS may share my transaction experience and other non-public information with its affiliates, provided I have not made written objection to such sharing directly to U.S. Bancorp Advisors.

41. Transaction Review. I understand that certain transactions may be subject to review and must be in good order before approved by U.S. Bancorp Advisors and processed; such reviews could cause a delay in processing. In addition, transactions not in good order can potentially cause delays. I acknowledge and agree to accept any risks arising from such delay.

42. Unclaimed Property Notice. State law deems an Account to be dormant when there is no owner-generated activity and/or there is an invalid mailing address during a statutorily prescribed time period. Owner-generated activity varies by State law. If we are unable to locate you and no owner-generated activity occurs in your Account within the time period specified by State law, we may be required to turn over property in your Account (i.e., assets) to your last known State of residence, or if none, to the State of Delaware. Per State and Federal regulation, U.S. Bancorp Advisors may liquidate Account holdings for this process which may have/pose financial, tax or other implications for you.

After we turn funds over to the State, we have no further liability to you for the funds and/or securities. You must apply to the appropriate State agency to claim your funds. U.S. Bancorp Advisors is not responsible for loss of funds due to property (i.e., assets) being reported to the State.

43. Uniform Transfers to Minors Act or Uniform Gifts to Minors Act ("UTMA/UGMA"). An account established under a state's UTMA/UGMA is controlled by a custodian for the use and benefit of a "minor" beneficiary who owns the funds. Only the custodian is authorized to act on the account, however, we may disclose account information to the minor or their authorized representative. If you are the custodian or successor custodian of an account under a state's UTMA/UGMA, you agree to comply with all applicable laws, including those related to use of the funds. When the minor reaches the age of distribution under the applicable UTMA/UGMA law, you must transfer any funds in the account to the minor. If you fail to transfer funds to the minor as required, we may, at our sole discretion, limit transactions on the account or pay remaining funds to the minor. You agree that it is your responsibility as custodian to consult your own legal or tax advisor about the governing state law.

44. Withholding. If the IRS has notified the applicant that the applicant is subject to backup withholding as a result of a failure to report all interest or dividends, such must be disclosed on this application. U.S. Bancorp Advisors is not a tax advisor and recommends that the applicant seek competent tax advice regarding backup withholding before signing this application.

45. Artificial Intelligence (AI). USBA may use AI technologies to assist in scheduling calls, customer service, operational tools, compliance support, and other areas. While these tools improve productivity and enhance efficiencies, they are subject to human oversight.

46. Statement Householding. Statement householding is an automatic service that consolidates brokerage statements for USBA Accounts that meet USBA criteria and sends a statement for each Account and a Consolidated Summary of Accounts page in one envelope. Client understands that unless Client objects in writing, Client's eligible Accounts will be included in the USBA householding service. For Client Accounts to be eligible for this householding service, USBA generally requires that Client's Accounts have some of the same exact information, including mailing address, Social Security number/Taxpayer Identification Number, and, if applicable, last name associated with each SSN, provided that for Uniform Gifts to Minors Act (UGMA) and Uniform Transfers to Minors Act (UTMA) accounts, the SSN of the custodian is used for matching purposes rather than the SSN of the minor so that all of Client's Accounts that meet the criteria will be householded and sent in a single envelope. If any Account Holder changes an address on any Account in the household, then the Account will not be included in the consolidated envelope and it will not be listed on the Consolidated Summary of Accounts page.

47. Investment Objectives. If applicable, Client acknowledges Client's responsibility as the Account owner to select Client's Account's investment objective(s) as described on the Account Application. Neither USBA nor NFS can assure Client that any given investment or strategy will achieve Client's investment objective(s).

48. Account Monitoring and Advice for Brokerage Accounts. Neither USBA nor NFS monitors Client Accounts that are brokerage accounts, and they have no duty to do so. Client assumes all responsibility and risk for the investment, review, and reinvestment of all Securities and Other Property in Client's (brokerage) Account. USBA shall make all purchases, sales, exchanges, investments, and reinvestments only upon receipt of and pursuant to Client's instructions. USBA shall have no duty or obligation to review or make recommendations for the investment or reinvestment of any Securities or Other Property in Client's Account, including uninvested cash. Client acknowledges that to the extent USBA recommends the purchase of Securities or Other Property, such recommendation applies only at the time of purchase. USBA will not monitor such positions in Client's (brokerage) Account and does not undertake to provide subsequent "sell" or "hold" recommendations and no such ongoing monitoring or advice shall be implied to be part of this Agreement or the services under this Agreement in the event a Wealth Management Advisor provides a recommendation from time to time. USBA shall have no responsibility for monitoring financial publications for, or notifying Client of, notices of redemption, conversions, exchanges, calls, puts, subscription rights, and script certificates ("Corporate Actions"), and USBA shall not be obligated to take any action with respect thereto. USBA shall have no discretionary power or control over any decisions made by Client or on Client's behalf, whether or not any recommendation or advice USBA may render is used in Client's decision. Client understands that no fiduciary relationship exists between USBA or NFS and Client regarding Client's brokerage Account.

49. Bank Activities of USBA Representatives. Client understands that certain USBA representatives and employees are also dual employees of the Bank (“Dual Employees”). Client understands that such Dual Employees may make banking products available to Client in the Dual Employee’s capacity as a Bank employee. The Dual Employee will identify such transactions as a Bank transaction.

50. Customer Identification Verification/USA Patriot Act. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity that opens an Account. This means that when Client opens an Account, USBA will ask for Client’s name, address, and other information that will allow USBA to identify Client. USBA may also ask to see Client’s identifying documents (or driver’s license if Client is a natural person), and USBA may also ask Client for specific information regarding the nature of anticipated activity in Client’s Account, the sources of Client’s funds, the purposes of transactions, the ultimate beneficiaries of funds Client sends and receives and Client’s relationship with them, the anticipated frequency of such transactions, and other questions that may help to clarify the nature and purpose of Client’s transactions.

51. Trading Disclosures: Client Access and System Response Time. System response and Account access times may vary due to a variety of factors, including trading volumes, market conditions, system performance, and other factors. USBA and/or our clearing firm, NFS, have an ongoing commitment to provide the highest level of service and technology to enable Client to access Client’s Account; obtain market information; and enter orders quickly, easily, and efficiently. However, during periods of extraordinary volatility and volume, a Client using online or automated trading services may experience delays in accessing their Account due to high Internet traffic or systems capacity limitations. Similarly, Client may experience delays in reaching telephone representatives. Market conditions, including stock and bond prices, may change during these periods. Multiple channels are available through which Client may place orders or access information, including the Web and client services representatives, so Client has alternative ways to do business. For more information on trading in fast-changing markets, Clients should contact a Wealth Management Advisor. USBA and NFS also offer other types of trading such as, without limitation, Market Orders, Limit Orders, and Stop Orders.

52. Events beyond the control of USBA, NFS or U.S. Bank. Although all entities that provide services to Client’s account strive to ensure the quality and reliability of those services, neither USBA nor NFS will be responsible for the availability, accuracy, timeliness, completeness, or security of any service related to Client’s account provided by a third party.

Client therefore agrees that USBA, BANK, 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 Client incurs as a result of conditions beyond the reasonable control of USBA, BANK, or NFS or any agreement between the parties. this includes, for example:

- Any action that is done in accordance with the provisions described in this agreement or an applicable mutual fund or securities prospectus or disclosure document or other investment description.

- The acceptance and processing of any order placed in Client’s account, whether received electronically or through other means, as long as the order reasonably appears to be authentic.
- Investment decisions or instructions placed in client’s account, or other such actions attributed to client or any authorized person.
- Occurrences related to governments or markets, such as restrictions, suspensions of trading, exchange or market rulings, bank closures or bank regulatory, legal, or other limitations or restrictions, high market volatility or trading volumes, or other market conditions.
- Uncontrollable circumstances in the world at large, such as wars, terrorist attacks, earthquakes, other natural disasters, power outages, or unusual weather conditions.
- Occurrences related to computers and communications, such as a network or systems failure, equipment failure, a message interception, malicious or criminal act (including, but not limited to, a cyberattack), or an instance of unauthorized access or breach of security.
- The storage and use of information about Client’s and Client’s account(s) by USBA systems and transmission of this information between Client and USBA; these activities occur entirely at Client’s risk.
- Telephone requests for money transfers, so long as we transmit the proceeds to client or the bank account number identified.
- Any checks or other debits to client’s account that are not honored because the account has insufficient funds.

If any service failure is determined to be the responsibility of USBA, USBA will be liable only for whatever loss Client would have sustained up to the time by which Client should have notified USBA, as specified earlier in this agreement in the section entitled “Account Monitoring and Advice for Brokerage Accounts.”

Client acknowledges that there may be delays in client’s access to and/or interruptions in USBA and NFS and/or their systems, and that USBA and NFS will not be liable to client by reason of such delays or interruptions, regardless of the cause, including USBA or NFS servicing their systems. Client acknowledges that USBA makes available alternative means for accessing trading facilities, but that USBA does not guarantee that any such alternative arrangement will be available at any given time and it will not be held liable for delays in entering orders if such systems are not available for any reason. Client acknowledges that USBA will not be liable under any circumstances for any punitive, indirect, incidental, special, or consequential losses or damages, including, without limitation, loss of business, profits, or goodwill. Client agrees that client will pay or reimburse USBA for the reasonable costs and expenses of collection of the debit balance or any unpaid deficiency in Client’s account, including, but not limited to, attorneys’ fees. The provisions of this paragraph shall survive any termination of this agreement and shall be binding on Client’s successors and assigns.

Client Copy