

# Customer Agreement

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

In this document, "NFS" includes its officers, directors, employees, agents, affiliates, shareholders, successors, assigns and representatives as the context may requires.

This is my agreement with You for my brokerage account, and certain other products purchased through but not held in my brokerage account. Examples of products not held in my brokerage account are annuities and guaranteed investment contracts, which are direct contracts between you and the corresponding issuers.

This agreement includes, and expressly incorporates herein by reference, my retirement account application, TIS's current Customer Relationships Summary ("Form CRS"), Truist Investment Services, Inc. Investing Guide and Truist Investment Services, Inc. Sweep Program Disclosure Statement which accompany this Customer Agreement, as the same may be amended by us in writing ("Customer Agreement").

I agree that the Customer Agreement, including all documents listed in the preceding sentence, as amended, govern all aspects of my brokerage, and other relationships with NFS and TIS, including transactions between TIS and me and all products now or in the future offered through TIS. I agree to read this Customer Agreement, including all documents incorporated herein by reference, and all future amendments and disclosures TIS or NFS determine to provide to me, carefully and retain copies for my records.

TIS can rely on my continued use of TIS's products and services as evidence of my continued acceptance of the Customer Agreement, including all documents incorporated herein by reference, as the same may be amended by You and NFS at any time and from time to time.

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

## Standard of Care

1. In connection with this account, You are acting as my agent. Under applicable laws, rules and regulations, You and other securities brokers have a duty to retail customers to act in the customer's best interest when making securities recommendations and, pursuant to applicable state law, certain other non-securities recommendations.

Acting in one's best interest, however, is not the equivalent of acting in a traditional fiduciary relationship or capacity and when acting as my securities and insurance producer, TIS and its representatives have conflicts of interest with respect to their securities recommendations and other relationships with you.

I agree to review TIS's current Form CRS and Truist Investment Services, Inc. Investing Guide which accompanies this Customer Agreement for additional information or to ask my investment representative to answer any questions I may have concerning TIS's obligation to make securities recommendations in my best interest and/or our conflicts of interest in making such recommendations.

2. I appoint You as my agent for the purpose of carrying out my directions to You in accordance with the terms and conditions of this Customer Agreement with respect to the purchase or sale of securities in my account. To carry out Your duties, You are authorized to place and withdraw orders and take such other steps to carry out my directions.

3. Assets in my account and certain other products purchased in or through my account, including annuities and guaranteed investment contracts, are subject to investment risks, including possible loss of the principal invested.

Neither TIS nor NFS can assume responsibility for investment losses nor guarantee investment gains from any securities or other products purchased through my account or otherwise.

I agree that I, any agent of mine under a power of attorney, and any investment adviser (if you have one), are solely responsible for investment decisions in or through my account, such as whether to buy or sell a particular security, annuity or guaranteed investment contract. "Annuity" means any and all annuities, including fixed annuities, immediate annuities, indexed annuities, and variable annuities. A "guaranteed investment contract" means contracts held in a trust structure at an issuing insurance company, denominated in US dollars that are used to invest assets for non-resident alien clients.

My obligations include an affirmative duty to monitor profits and losses of my investments, to stay informed about my account and investments, and to respond to changes and conditions as I deem appropriate.

Unless all parties expressly agree otherwise in writing,

- (a) TIS will not have discretionary authority to buy, sell or otherwise transact with regard to investments or other assets held in my account (or otherwise); and
- (b) After each transaction in my account (or directly with an investment provider) made or authorized by me is completed, TIS shall not have any continuing or ongoing obligation to review or make recommendations for the investment of securities, cash, annuities, guaranteed investment contracts or any other form of investment held in or through my account (or otherwise).

4. I understand that You will have access to informational tax reporting with regard to my retirement account, including IRS Form 1099-R and IRS Form 5498 reporting information, as applicable, unless I notify NFS otherwise.

5. I understand that You have entered into an Agreement with NFS (a NYSE member firm) to execute and clear all brokerage transactions.

6. I understand that Fidelity Management Trust Company ("FMTC"), Custodian of my Premiere Select IRA or the Trustee of my Premiere Select Retirement Plan, as applicable, and NFS do not provide any investment advice as defined under the Employee Retirement Income Security Act of 1974 ("ERISA"), the Internal Revenue Code, and/or any applicable Securities regulations, in connection with this account, nor does NFS give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my order or the order of my authorized representative, except as otherwise described herein.

7. **Available Investments.** The account can purchase all securities listed on U.S. securities exchanges ("listed securities"), as well as many mutual funds, annuities and other securities. Securities and other investments available to me are limited to investments which are (i) made available to me on the NFS platform and (ii) investments which have contracted directly with TIS to provide agency and other distribution services. Not all possible investments are available to me in the account.

Commission rates, mutual funds, mutual fund share classes and other investments available to my account will vary in accordance with my brokerage account relationship with TIS (self-directed or full service) and my ongoing investment advisory relationship with TIS's affiliate, Truist Advisory Services, Inc. ("TAS"). For additional information, I will consult the Truist Investment Services, Inc. Investing Guide or with my investment representative.

Account relationships which include specific securities recommendations ("Full Service Brokerage Account(s)") are eligible to invest in listed securities and any mutual fund which TIS makes available to Full Service Brokerage Accounts. Availability of investments will vary over time. TIS reserves the right, in its sole discretion, to determine at any time and from time to time, and with or without advance notice, which securities, mutual fund shares, mutual fund share classes and other investments TIS will make available to its clients' Full Service Brokerage Accounts.

TIS does not monitor my account(s) on an ongoing basis to determine the current suitability and investment merits of my investments. However, in the case of a Full Service Brokerage Account relationship, occasionally, and without any formal agreement or obligation, my investment representative will, in their sole discretion, review my account to determine whether to recommend purchases or sales of my investments.

### Mutual Funds and Mutual Fund Share Classes

Full Service Brokerage Accounts are permitted to invest only in mutual fund share classes, annuities, unit investment trusts and similar investments which compensate TIS and/or my investment representative for distribution and/or shareholder services through sales loads, 12b-1 and/or shareholder service fees as more fully described in each investment's Prospectus and Statement of Additional Information. Full Service Brokerage Accounts will not be offered or permitted to invest in lower cost share classes of mutual funds which TIS, in its sole discretion, shall make available to self-directed brokerage accounts which have contracted with its affiliate, TAS, for investment advisory services.

Accounts to which TIS does not offer securities recommendations ("Self-Directed Brokerage Accounts") are eligible to invest in listed securities and any mutual fund which TIS makes available to Self-Directed Brokerage Accounts. Availability of investments will vary over time. TIS reserves the right, in its sole discretion, to determine at any time and from time to time, and with or without advance notice, which securities, mutual fund shares, mutual fund share classes and other investments it will make available to its client's Self-Directed Brokerage Accounts. Self-Directed Brokerage Accounts are not permitted to invest in annuities or other insurance products.

### Exchanges of Mutual Fund Share Classes by TIS

By entering into this Customer Agreement I affirmatively acknowledge and agree that:

If my brokerage relationship with TIS changes from a Self-Directed Brokerage Account to a Full Service Brokerage Account, TIS shall have the right, in its sole discretion, and on my behalf as my agent and attorney-in-fact, to exchange any mutual fund shares held in my account as institutional class shares or in any other share class which does not pay shareholder servicing fees or Rule 12b-1 fees to TIS for, if available, shares of the same mutual fund which are of the same share class as the lowest cost share class then offered by TIS to Full Service Brokerage Account clients and which compensate TIS and/or my investment representative for my Full Service Brokerage Account relationship;

If my investment advisory relationship with TIS's affiliate, TAS is terminated either by me or by TAS for any reason and my TAS investment advisory account is reclassified as an TIS Full Service Brokerage Account, TIS shall have the right, in its sole discretion, and on my behalf as my agent and attorney-in-fact, to exchange any mutual fund shares held in my account as institutional class shares or in any other share class which does not pay shareholder servicing fees or Rule 12b-1 fees to TIS for, if available, shares of the same mutual fund which are of the same share class as the lowest cost share class then offered by TIS to Full Service Brokerage Account clients and which compensate TIS and/or my investment representative for my Full Service Brokerage Account relationship; and

If my investment advisory relationship with TIS's affiliate, TAS, is discontinued or terminated either by me or by TAS for any reason and my TAS investment advisory account is reclassified as an TIS Self-Directed Brokerage Account, TIS shall have the right, in its sole discretion, and on my behalf as my agent and attorney-in-fact, to exchange any mutual fund shares held in my account as institutional class shares or in any other share class which does not pay shareholder servicing fees or Rule 12b-1 fees to TIS for, if available, shares of the same mutual fund which are of the same share class as the lowest cost share class then offered by TIS to Self-Directed Brokerage Account clients and which compensate TIS and/or my investment representative for my Self-Directed Brokerage Account relationship; and

If I should enter into an investment advisory agreement with TIS's affiliate, TAS, TIS shall have the right, in its sole discretion, and on my behalf as my agent and attorney-in-fact, to exchange any mutual fund shares held in my account for institutional class shares or other available equivalent class shares issued by the same mutual fund.

For additional information concerning Full Service Brokerage Account and Self-Directed Brokerage Account relationships, I will consult the Trust Investment Services, Inc. Investing Guide or with my investment representative.

**8. Services Offered By You.** When TIS accept my application, and other applications for certain other products purchased through my account, it will act as my agent in carrying out my directions regarding the purchase or sale of securities and/or annuities for my account in accordance with the terms and conditions of this Customer Agreement, but TIS is not acting as a traditional fiduciary and I acknowledge that TIS has conflicts of interest associated with its investment recommendations, as further described in the "Conflicts of Interest" Section. For additional information, I will consult the Trust Investment Services, Inc. Investing Guide or with my investment representative. TIS will open and close brokerage accounts, place and withdraw orders, and take such other steps as are reasonable to carry out my directions. Subject to TIS and where applicable NFS approval, I am permitted to add options trading to my account pursuant to an additional written agreement(s) TIS and NFS. TIS will not provide any legal, tax or accounting advice in connection with my account or products purchased through my account or otherwise.

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

- (a) The minor has earned income to contribute to an IRA (excluding IRA BDAs).
- (b) The maximum amount that can be contributed to the minor's IRA (excluding IRA BDAs) for any year is equal to the lesser of 100% of the minor's compensation or the annual IRA contribution limit. (Refer to the Premiere Select IRA Contribution Guide for information on annual IRA contribution limits.)
- (c) I, the UGMA/UTMA Custodian, have read, understand, and agree to the terms and conditions set forth in the Premiere Select IRA Application, the Customer Agreement, the Premiere Select IRA Custodial Agreement and Disclosure Statement, or the Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, as applicable.
- (d) The UGMA/UTMA Custodian will exercise the powers and duties of the Depositor as described in the Agreements.
- (e) The beneficiary of the IRA will be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, as indicated in Article 8, Section 8(b)(2) of the Premiere Select IRA Custodial Agreement.
  - The minor's IRA will contain the UGMA/UTMA Custodian designation in the IRA registration. NFS and FMTC shall have no responsibility to determine when the minor reaches the age of account termination or for determining whether any such notification is proper or valid under state or federal law
  - Upon reaching the age of account termination in the state under which the account was first established, the UGMA/UTMA.

Custodian must advise the IRA Custodian in writing (accompanied by such supporting documentation as the IRA Custodian requires) that the minor is assuming sole responsibility to exercise all powers and duties associated with the administration of the IRA. Absent such written notice by the UGMA/UTMA Custodian, the IRA Custodian shall have no responsibility to acknowledge the minor's exercise of such powers and duties of administration.

- Acceptance by the IRA Custodian of the contribution to this IRA is expressly conditioned upon the UGMA/UTMA Custodian's agreement to be responsible for all requirements and to exercise the powers and duties of the Depositor with respect to the operation of the IRA.
- I understand that the minor will have access to information that I provide to You on this Application.

10. Although FMTC is a limited purposes trust company, I recognize that any investment company (e.g., any mutual fund/money market fund) in which this retirement account is invested is not a bank and is not backed or guaranteed by any bank or insured by the FDIC.

11. Account Protection Securities in accounts carried by NFS are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000. The \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. Annuities, guaranteed investment contracts and other products purchased through but not held in my accounts carried by NFS do not receive the SIPC protection or additional coverage associated with my accounts, even though these products can be listed on my account statements. For more details on SIPC, or to request a SIPC brochure, visit [www.sipc.org](http://www.sipc.org) or call 202-371-8300.

12. Equity Dividend Reinvestment Service (the "Service") – Provision of Equity Dividend Reinvestment Plan.

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

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

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

To add or remove the Service with respect to securities in my account, I must notify You of my election on or before 9:00 p.m. Eastern Time (ET) on the dividend record date for such security. If the dividend record date falls on a nonbusiness day, then I must notify You on or before 9:00 p.m. ET one business day prior to the dividend record date for such security.

Dividends will be reinvested on any shares of all enrolled securities provided that I own such shares on both the dividend record date and the dividend payable date.

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

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

#### **Eligible Accounts**

The Service is available to brokerage customers who maintain cash, margin, or retirement brokerage accounts.

#### **Eligible Securities**

To be eligible for the Service, the enrolled security must be a closed-end fund or domestic common stock (including ADRs) that is margin eligible (as defined by NFS). In order for my enrollment to be in effect for a given security, my position in that security must be settled on or before the dividend record date. Foreign securities and short positions are not eligible for the Service. Eligible securities must be held in street name by NFS or at a securities depository on behalf of NFS.

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

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

The reinvestment of dividends can be delayed in certain circumstances. NFS reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

#### **Eligible Cash Distributions for Reinvestment**

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

#### **Dividend Reinvestment Transactions in Eligible Securities**

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

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

If I liquidate shares of an enrolled security between the dividend record date and the business day prior to the dividend payable date, such shares will not participate in the Service and I will receive the dividend as cash in my core account investment vehicle ("Core Account"). (See below for more information on your Core Account.) If I liquidate shares of an enrolled security on dividend payable date, such shares will participate in the Service.

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

#### **Partial Shares**

Automatic reinvestment of my eligible cash distributions can give me interests in partial shares of securities, which will be calculated to three decimal places. I will be entitled to receive dividend payments proportionate to my partial share holdings. If my account is transferred, if a stock undergoes a reorganization, or if stock certificates are ordered out of an account, partial share positions, which cannot be transferred, reorganized, or issued in certificate form, will be liquidated at the closing price on the settlement date. The partial share liquidation transaction will be posted to my account on the day following the settlement date. I cannot liquidate partial shares at my discretion. If I enter an order to sell my entire whole share position, any remaining partial share position will be liquidated at the execution price of the sell and will be posted to my account on the settlement day. No commission will be charged for the liquidation of the partial share position.

#### **Confirmations and Monthly Statements**

In lieu of separate immediate trade confirmation statements, all transactions made through the Service will be confirmed on my regular monthly brokerage account statement.

I am able to obtain immediate information regarding a dividend reinvestment transaction on the day after the reinvestment date by calling You.

### Continuing Effect of Authorization; Termination

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

### Automatic Dividend Reinvestment Transactions through the Depository Trust Company

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

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

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

**13.** I understand that if I have elected to convert an IRA, other than a Premiere Select IRA, to a Premiere Select Roth IRA, then all parts of this Customer Agreement, including the Application and the information herein, will apply to both my Premiere Select IRA established to facilitate the conversion and to my Premiere Select Roth IRA. I understand that I cannot convert assets in my SIMPLE IRA to a Roth IRA until after the expiration of the two-year period, beginning on the date I first participated in a SIMPLE IRA Plan maintained by my employer.

**14.** If I am opening an account with a distribution from an employer-sponsored retirement plan, I certify that such a distribution is a qualified total or partial distribution, which qualifies for rollover treatment, and I irrevocably elect to treat this contribution as a rollover contribution.

**15.** If I am opening a Roth IRA or Roth IRA BDA with a rollover from an employer-sponsored retirement plan, I certify the rollover is from an eligible employer-sponsored retirement plan and the rollover contribution meets applicable Internal Revenue Code requirements.

**16.** In the event that any securities in my account become non-transferable, NFS is authorized to remove them from my account without further notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services can be due to a number of reasons, including that the issuer of such securities is no longer in business and could even be insolvent.

Note the following:

- (a) There are no known markets for these securities.
- (b) NFS is unable to deliver certificates to me representing these positions.
- (c) These transactions will not appear on Form 1099 or any other tax-reporting form.

- (d) The removal of the position will not be reported as a taxable distribution and any reinstatement of the position will not be reported as a contribution.
- (e) If transfer agent services become available sometime in the future, NFS will use its best efforts to have the position reinstated in my account.
- (f) Positions removed from my account will appear on my next available account statement following such removal as an "Expired" transaction.

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

**17.** You and NFS have the right, in your sole discretion, at any time, with or without notifying me, to make any debit balance or other obligation related to my account due and payable immediately. In the event I become indebted to You or NFS in the course of operation of this account, I agree that I will repay such indebtedness upon demand. All securities and other property now or hereafter held, carried, or maintained by NFS for any of my brokerage accounts, now or hereafter opened, including brokerage accounts in which I have an interest, including, but not limited to, assets held in a the TIS Sweep Program, shall be subject to a lien for the discharge of all of my indebtedness and other obligations of the undersigned to You or NFS and are held by NFS as security for the payment of any of my liability or indebtedness to You or NFS in any of the said brokerage accounts. You and NFS shall have the right to sell, assign, or transfer securities, withdraw any funds from the TIS Sweep Program, and apply, as appropriate, or any other property so held by You or NFS, from or to any other of my brokerage accounts whenever in Your judgment You or NFS consider such a transfer necessary for Your protection in enforcing Your lien. You or NFS shall have the discretion to determine which securities and property are to be sold or withdrawn, and which contracts are to be closed. **No provision of this Customer Agreement concerning liens or security interests shall apply to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations, or guidance.**

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

**18.** All transactions in or through my account are subject to applicable laws and regulations of all federal, state and self-regulatory authorities, including, but not limited to, the rules and regulations of the Board of Governors of the Federal Reserve System and the constitution, rules and customs of the exchange or market (and clearing house) where such transactions are executed, and the rules and customs of insurance carriers whose products are available for purchase through my account. In addition, I agree that I will maintain my account and will conduct my transactions in compliance with Your rules and policies as communicated to me from time to time, and as the same shall be modified from time to time.

**19. To the extent that any part of this Customer Agreement, the related Application, Custodial Agreement and Disclosure Statement, or Premiere Select Retirement Plan and Trust Agreement ("the Documents"), as applicable, were obtained online by me, I represent to the best of my knowledge that the terms of the Documents have not changed and are identical to the terms as originally set forth**

by FMTC or its successors, NFS, and You. I acknowledge that any alteration of the Documents' original terms shall be null and void, and I shall be bound by the terms of the original Documents as set forth by FMTC, NFS, and You. I also understand and acknowledge that any Agreements established by the above-referenced Documents can be terminated in the event that FMTC, its agents, affiliates, or its successors have reasonable grounds to believe the Document(s) has/have been altered.

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

21. I understand that sufficient funds must be in my account at the time I place any order to buy securities, including transaction costs and any applicable commissions or fees in addition to other amounts FMTC, NFS, or You should deem necessary. NFS is authorized to offset regulatory transaction or activity fees that are assessed by certain self-regulatory organizations or regulatory authorities against NFS ("Activity Assessment Fees"). I acknowledge that NFS has the right to determine such offset of Activity Assessment Fees in its sole and exclusive discretion and that such offset of Activity Assessment Fees can differ from or exceed the regulatory transaction or activity fees in connection with your transactions. Such differences can be caused by various factors including, among other things, the rounding methodology used by NFS, the use of allocation accounts, transactions or settlement movements for which a regulatory transaction or activity fee cannot be assessed, differences between the dates of fee rate changes and various other reasons. I acknowledge that NFS has made no representation that Activity Assessment Fees assessed to my account will equal the regulatory transaction fees assessed against NFS in respect of or resulting from my transactions.

22. I understand 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 my investment at \$1.00 per share, it is possible to lose money by investing in a money market fund. I understand that investing in a tax-exempt security is generally inappropriate for a retirement account.

23. I understand that my account includes a Core Account that is used for settling transactions and holding free credit balances and that my account can have only one Core Account.

I can elect to enroll my account in your sweep program ("the TIS Sweep Program") which is a comprehensively structured automated brokerage account transactional cash management service.

**THE TIS SWEEP PROGRAM IS NOT INTENDED TO BE A VEHICLE FOR ANY SHORT OR LONG TERM INVESTMENT PURPOSE AND BY ENTERING INTO THIS AGREEMENT I EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU DO NOT RECOMMEND HOLDING CASH BALANCES IN THE TIS SWEEP PROGRAM FOR ANY INVESTMENT OR SECURITIES PURPOSES EXCEPT AS NECESSARY TO SETTLE MY SECURITIES PURCHASES AND OTHER DEBITS TO MY ACCOUNT.**

I further expressly acknowledge and agree that, if I desire to maintain a cash position in my account for other than transactional purposes and/or are seeking the highest yields available for my account cash balances, I am aware that I am free at any time to withdraw funds from my Core Account and separately invest these funds (not as part of my Core Account or its automated sweep service) in shares of money market mutual funds or other investments which can provide higher rates of interest or other returns on such balances. For additional information concerning current yields and other returns available with respect to short term cash investments such as bank deposits, certificates of deposit and money market mutual funds I understand I should contact my investment representative.

If I elect to have my account participate in the TIS Sweep Program, uninvested cash balances in my Core Account will be automatically transferred ("swept") to an interest-bearing deposit account at TIS's affiliate, Truist Bank, and/or other banks and/or money market mutual funds participating in the TIS Sweep Program until those balances

are invested by me, or are needed to satisfy obligations arising in connection with my account. The TIS Sweep Program is more fully described in the TIS Sweep Program Disclosure Statement which accompanies this Customer Agreement.

I understand that the decision whether to select the TIS Sweep Program service as an additional service provided by You to the account and its Core Account is solely up to me. If I elect to enroll my account in the TIS Sweep Program, I acknowledge and agree that the TIS Sweep Program is provided as an automated transactional cash management sweep service and is not any form of investment or securities recommendation.

I understand that in the case of non-retirement accounts, if I elect not to participate in the TIS Sweep Program my Core Account balances will not earn interest or other investment returns but will be insured by the Securities Investor Protection Corporation up to applicable limits. If my account is enrolled in an investment advisory program with Your affiliate, Truist Advisory Services, Inc. ("TAS"), I understand that TAS will charge its asset based investment management fees on the cash and other free credit balances held in my account even if such balances are not enrolled in the TIS Sweep Program and are not earning interest or other investment returns.

If I make no election with regard to cash sweep services, I understand that You and NFS will assume that I have consented to enroll my account in the TIS Sweep Program.

I acknowledge that I authorize You, as my broker/ dealer and/or its agent(s) to change the terms and conditions of the TIS Sweep Program at Your discretion, at any time and for any reason, and to change any account's Eligible Sweep Feature, at any time and for any reason, to another deposit account, money market mutual fund, a free credit balance position, or another cash investment. As used in this Customer Agreement, the Eligible Sweep Feature shall mean the Eligible Sweep Feature assigned to my account under the terms and conditions of the TIS Sweep Program.

In directing You and NFS to transfer ("sweep") free credit balances in your Core Account into the TIS Sweep Program, I acknowledge that You are permitted, in your sole discretion, to change the Eligible Sweep Features you make available for free credit balances in my Core Account, including adding and eliminating Eligible Sweep Features (including eliminating all Eligible Sweep Features), upon advance written notice to me.

I understand that if I have elected to have my account participate in the TIS Sweep Program, my free credit balances held in my account's Core Account will earn interest or other investment returns. I understand that if I do not select the TIS Sweep Program (or if the TIS Sweep Program is no longer made available by You to my account for any reason), my account will not earn interest or other returns on my Core Account's free credit balances.

Eligibility for each available Eligible Sweep Feature available to my account in connection with the TIS Sweep Program is determined by account type and other factors as more fully described in the current TIS Sweep Feature Disclosure Statement which accompanies this Customer Agreement.

Each Eligible Sweep Feature has different eligibility criteria, interest rates and terms and conditions. Interest rates earned on Eligible Sweep Features which are bank deposits are determined by Truist Bank in its sole discretion based upon business conditions and Truist Bank's own commercial interests and, in the case of Eligible Sweep Features, which pay tiered rates of interest, will vary based upon my account balances deposited in each Eligible Sweep Feature. Deposits in Eligible Sweep Features which pay tiered rates of interest will typically pay higher rates of interest as my deposit balance increases.

Eligible Sweep Features which consist of deposits with banks insured by the Federal Deposit Insurance Corporation ("FDIC") are insured, up to applicable limits, by the FDIC. If my balances are held at Truist Bank, member FDIC (or any other FDIC insured bank participating in the TIS Sweep Program, each a "Bank"), such balances will be eligible for FDIC insurance up to \$250,000 in accordance with applicable FDIC rules.

All deposits I hold at each such Bank, including Truist Bank, outside of the TIS Sweep Program in the same right and legal capacity and at the same Bank (such as checking and savings accounts, and certificates of deposit) are aggregated with my TIS Sweep Program deposits at

each such Bank in order to determine the total amount of my deposits eligible for FDIC deposit insurance purposes at each such Bank.

I acknowledge and agree that neither You, NFS, Trust Bank nor any other bank participating in the TIS Sweep Program will monitor the total amount of my TIS Sweep Program deposits and other balances at Trust Bank or any other such bank to determine whether it exceeds the limit of applicable FDIC insurance.

**I acknowledge and agree that I am responsible for monitoring the total amount of my deposits (through my account or otherwise) with Trust Bank (and any other applicable bank identified in the TIS Sweep Feature Disclosure Statement) in order to determine the extent of FDIC insurance coverage available to me on my aggregate deposits with each bank.**

Please refer to the TIS Sweep Feature Disclosure Statement for more detailed information regarding the TIS Sweep Program and FDIC insurance coverage available with each Eligible Sweep Feature. I understand that I can contact my investment representative (or the broker-dealer at (800) 874-4770) with any questions I have about the TIS Sweep Program.

Eligible Sweep Features, if any, which consist of money market mutual funds are not insured by the FDIC or any other entity.

Deposits made with Trust Bank through the TIS Sweep Program are financially beneficial for TIS, its affiliate Trust Bank and its affiliates and other Banks participating in the TIS Sweep Program.

I will refer to the TIS Sweep Feature Disclosure Statement for more detailed information regarding financial benefits to TIS, Trust Bank, their affiliates and other Banks participating in the TIS Sweep Program receive in connection with my TIS Sweep Program deposits.

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

If I have selected the TIS Sweep Program as my Core Account, my Core Account credits (which are considered cash balances awaiting reinvestment) will be moved each day to the TIS Sweep Program. I further understand that my Broker/Dealer and NFS are able to receive compensation with respect to amounts invested in my Core Account and that I should review the appropriate prospectus or disclosure document for additional information. I have been provided a description of these fees and represent that these fees are reasonable in light of the services provided.

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

**24. Disclosure Regarding TIS Affiliates** TIS is a wholly owned subsidiary and affiliate of Trust Financial Corporation ("TFC") a bank holding company.

Trust Bank is another wholly owned subsidiary and affiliate of TFC and affiliate of TIS. Trust Bank is a North Carolina state chartered bank. Deposits with Trust Bank are eligible for FDIC insurance up to applicable limits. All deposit and other banking products, including TIS Sweep Program deposits, are offered through Trust Bank and not TIS. TIS is not a bank and is a separate legal entity from any affiliated bank.

TIS is registered with the Securities and Exchange Commission as a broker/dealer and introduces certain customers and transactions to the clearing firm, NFS or its successor. TIS is also a member of the Securities Investor Protection Corporation and FINRA.

Assets in brokerage accounts are not deposits of any bank. Therefore, my account is not insured by the FDIC and is not a deposit or other obligation of or guaranteed by TFC or any of its banks or other subsidiaries.

TAS is another wholly owned subsidiary and affiliate of TFC and an affiliate of TIS. TAS is registered with the Securities and Exchange Commission as an Investment Advisor.

**25.** I understand that NFS and FMTC reserve the right not to accept assets in my account until such time as NFS has received my completed paperwork, determined the same to be in good order, and accepts my retirement account on behalf of FMTC, as indicated by a letter of acceptance. I agree to indemnify and hold NFS and FMTC (and their affiliates, successors, and employees) harmless from any loss or liability that they or I incur as a result of assets in my account not being accepted until such time as NFS has received my completed retirement account paperwork, determined the same to be in good order, and accepts my retirement account on behalf of FMTC.

**26. I understand a \$35 NFS Annual Maintenance Fee and a \$25 Trust Investment Services, Inc. Annual Maintenance Fee (totaling \$60) will be charged to my IRA account annually and I agree to pay such fees. I understand and agree that these fees are able to be paid separately, or collected from my IRA balance as described below. I understand a \$125 NFS IRA Liquidation/Termination fee will be collected from my IRA account balance when I liquidate or terminate my IRA. I understand that a \$125 Liquidation fee cannot be paid by separate check. NFS is able to change the fee schedule from time to time, as provided in Section 19 of the Premiere Select Traditional IRA, Roth IRA, and SIMPLE IRA Custodial Agreements. You are also permitted to likewise change Your fee schedule from time to time with the consent of NFS. I agree to pay such fees as shall be established from time to time. The Annual Maintenance Fees described above which I have not paid separately by such date as is specified by You or NFS, as well as related expenses (such as, without limitation, transaction fees charged by NFS) are permitted to, at Your discretion and without notice to me, be collected from cash available in my IRA account or, if insufficient cash shall be available, you are permitted to sell any or all of the assets credited to my account and apply the sales proceeds to pay such fees and expenses. You shall have discretion to determine which securities and property are to be sold for this purpose. I understand, as IRA owner, I am responsible for determining whether the respective IRA fees are reasonable in light of the services being provided. By signing this application, I will be deemed to have determined that the fees are reasonable and authorized the deduction of the above referenced fees from my IRA balance and/or my Roth IRA balance.**

I understand that FMTC could be required to file IRA Form 990-T on my behalf in order to report Unrelated Business Taxable Income (UBTI) of \$1,000 or more on Master Limited Partnerships (MLP) and Limited Partnerships (LP) held in my retirement account. IRS Form 990-T is required to be filed by the tax filing deadline, including any extensions. I understand that in accordance with Section 19(a) of my Premiere Select IRA Custodial Agreement or my Premiere Select Retirement Plan and Trust Agreement, as applicable, if a Form 990-T filing is required a \$75 IRA 990-T UBTI Tax Return Filing fee will be paid from the core account of this retirement account.

If my retirement account is enrolled (or subsequently becomes enrolled) in a managed account program with my Broker/Dealer, I authorize NFS to deduct from my retirement account fees for financial advisory services rendered to me by my Broker, Financial Advisor, or Investment Professional (herein, "Investment Professional") in connection with my

retirement account, and as described in my Premiere Select IRA Custodial Agreement and Disclosure Statement or my Premiere Select Retirement Plan and Trust Agreement, as applicable. I represent that I have reviewed the financial advisory fees with my Investment Professional.

I understand that the determination of whether any financial advisory fees paid to my Broker/Dealer and/or Investment Professional are reasonable for the services provided to me by my Broker/Dealer and/or Investment Professional is my sole responsibility, and that NFS and FMTC are not parties to any written agreements I have entered into with my Broker/Dealer and Investment Professional which allows for financial advisory fees to be charged by my Investment Professional. I acknowledge and agree that neither NFS nor FMTC will incur any liability for the payment of financial advisory fees to my Investment Professional, and I authorize NFS to accept instructions from my Broker/Dealer or Investment Professional as to the amount and timing of the payment of financial advisory fees and to debit my account to pay such fees to my Investment Professional on my behalf. I understand my Broker/Dealer is able to charge fees in addition to or in lieu of those described herein, and that it is my obligation to ensure I comply with the IRA contribution, distribution, and prohibited transactions rules.

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

**NFS shall be entitled to rely conclusively upon any financial advisory fee instruction or direction received by my Broker/Dealer or Investment Professional and NFS, FMTC and my broker dealer shall be indemnified for any action or inaction with respect to honoring such instructions or directions.**

#### Use of Funds Held Overnight

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

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

These "costs" potentially reduce or eliminate any benefit that NFS derived from the receipts described previously.

- (2) **Disbursements.** NFS gets the use of amounts disbursed by check from accounts from the date the check is issued by NFS until the check is presented and paid.
- (3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

**27.** I understand that if I am re-registering a limited partnership, I am subject to a re-registration fee charge, up to the maximum of \$200, to change my registration to NFS.

**28.** Neither You nor NFS shall be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings, or other conditions beyond Your control, including, but not limited to, extreme market volatility or trading volumes. Neither You

nor NFS shall be responsible for any loss or expense relating to removal of assets from, or restrictions on trading in, securities in my account based on the actions of the issuer.

**29.** Debit items (including checks, securities purchases, electronic transfers of money, levies, court orders or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions or the payment of account fees will be given priority over other debits, such as check transactions.

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

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

All debits are accumulated daily to my account and are paid to the extent that sufficient funds are available. As an account owner, I am responsible for satisfying all debits on my account, including any debt still owed after all assets have been removed from an account, any interest (at prevailing rates) that has accrued on that debt, any late charges arising from my failure to pay for securities transactions in full by the settlement date, and any costs (such as legal fees) that You or NFS incur in collecting the debt. When settling debits against my account, it is NFS's policy to turn the following sources (collectively called my "available balance"), in this order:

- Any cash available in my account (i.e., core and free credit balances)
- Any shares in another eligible money market fund
- Any cash or securities in this or any other account furnished by You in which I have an interest

I authorize You to use cash or securities for this purpose when I sign the application.

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

**Texas Residents only:** In accordance with Texas House Bill 1454, you, as an account owner, are permitted to designate a representative for the purpose of receiving a due diligence notice. If you add a designated representative, NFS is required to mail the written notice upon presumption of abandonment to the representative, in addition to mailing the notice to you, the account owner.

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

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

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

I understand that (1) money market mutual funds are not bank deposits, (2) investments in any money market mutual funds (or other mutual funds) are neither insured nor guaranteed by the FDIC or any other government agency, (3) there is no assurance that any money market mutual funds will be able to maintain a stable net asset value of \$1.00 per share, and (4) investments in any money market mutual funds (or any other mutual funds) involve investment risks that can cause the shares to fluctuate in value and result in the possible loss of principal.

The reasonable costs of collection of any unpaid deficiency in my retirement account, including attorneys' fees incurred by You or NFS, shall be reimbursed by me to You or NFS.

### 30. Conflicts of Interest

I understand that TIS will, if appropriate to my investment circumstances, from time to time provide investment advice regarding the advisability of buying or selling securities of which SunTrust Robinson Humphrey, Inc., a wholly owned subsidiary of Truist Financial Corporation and an affiliate of TIS, is an underwriter or otherwise is financially interested or acts as a market maker or dealer.

TIS, Truist Bank and other affiliated companies benefit financially and have conflicts of interest associated with offering the TIS Sweep Program and the Signature Advantage Service which are more fully described in the TIS Sweep Feature Disclosure Statement which accompanies this Customer Agreement.

In addition to the conflicts of interest described above TIS and its affiliates have additional conflicts of interest which are more fully described in its Truist Investment Services, Inc. Investing Guide which accompanies this Customer Agreement. I will consult with my investment representative should I have any additional questions concerning TIS's conflicts of interest or should I require additional information.

**31. USA PATRIOT Act Notice: To help the government fight financial crimes, Federal regulation and contractual obligations to NFS require that You obtain my name, date of birth, address, and a government-issued identification number before opening my account, to verify my identity. In certain circumstances, You are permitted to obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. My account is permitted to be restricted and/or closed if You and/or NFS cannot verify this information. Neither You nor NFS will be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information or from any restriction placed upon, or closing of, my account.**

**NFS does not permit bearer-share entity accounts known to NFS on its platform. If it comes to NFS' attention that an entity account has issued or is permitted to issue bearer shares, NFS will restrict the account to permit liquidations only.**

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

**32.** I understand that my retirement account will be invested in accordance with my instructions as given from time to time to You, and as otherwise described herein.

**33.** I understand that I am deemed to have received a copy of the Premiere Select Traditional IRA Disclosure Statement and/or Premiere Select Roth IRA Disclosure Statement, as applicable, unless a request for revocation is made to the Custodian within seven (7) calendar days following acceptance of my retirement account by or on behalf of the Custodian, as evidenced by notification.

**34.** I am aware that various federal and state laws or regulations could be applicable to transactions in my account regarding the re-sale, transfer, delivery or negotiation of securities, including the Securities Act of 1933 (the "Securities Act") and Rules 144, 144A, 145 and 701 thereunder.

I agree that it is my responsibility to notify You of the status of such securities and to ensure that any transaction I effect with You will be in conformity with such laws and regulations. I will notify You if I am or become an "affiliate" or "control person" within the meaning of the Securities act with respect to any security held in my account. I will comply with such policies, procedures and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as You require.

In order to induce You to accept orders with respect to the securities in my account, I represent and agree that, unless I notify You otherwise, such securities or transactions therein are not subject to the laws and regulations regarding "restricted" and "control" securities. I will not buy or sell any securities of a corporation of which I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to You that the securities are restricted.

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

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

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

- NFS has the authority to accept orders and other instructions relative to the trust account identified herein from those individuals listed on the application. The trustee(s) are permitted to execute any documents on behalf of the trust that You or NFS require. By signing this form, the trustee(s) hereby certify(ies) that You or NFS are authorized to follow the instructions of any trustee and to deliver funds, securities, or any other assets in the NFS account to any trustee or on any trustee's instructions, including delivering assets to a trustee personally. NFS, in its sole discretion and for its sole protection, could require the written consent of any or all trustees prior to acting upon the instructions of any trustee.
- There are no other trustee(s) of the trust other than those listed on the Application or identified on a separate piece of paper attached to this Application and as listed on the Trustee Certification of Investment Powers form included with this Application.
- Should only one person execute this Customer Agreement, it shall be a representation that the signer is the sole trustee. Where applicable, plural references in this certification shall be deemed singular.
- We, the trustees, have the power under the trust and applicable law to enter into the transactions and issue the instructions that we make in this account. We understand that all orders and



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

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

### 37. Accuracy of Information

I certify that I am of legal age and authorized to enter into this Customer Agreement. I further certify that:

- (a) The information contained in the Application is complete, true and correct, and I acknowledge that knowingly giving false information for the purpose of inducing any broker/dealer to extend credit is a federal crime.
- (b) That I am not (i) a director, a 10% or greater beneficial shareholder, or a policy-making officer of a publicly traded company; or (ii) an employee of any exchange or a member firm of any exchange, or FINRA, or of a bank, trust company or insurance company; except as disclosed in the Application or otherwise in writing to TIS. Moreover, I agree to promptly notify TIS in writing if there is any change in the information I provided in the Application or in the foregoing certifications in (b) (i) and (ii). I will not buy or sell any securities of a corporation of which I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations, and upon notice to TIS that the securities are restricted.
- (c) TIS is permitted to, but is not required to, retain the original of the Customer Agreement in its records, and I agree that the agreement constitutes the property of TIS. I acknowledge receipt of the Customer Agreement and agree to keep a copy in my records.
- (d) The information in the Application, and applications for certain products purchased through my account, shall be considered current unless and until updated by me, and will be relied upon by TIS for the purpose of commencing and transacting business with TIS and its affiliates.

### 38. Commissions and Fee

I agree to pay the brokerage commissions and fees as published in the Brokerage Account Commission and Fee Schedule provided to me with the Application as they apply to transactions I engage in and services I receive, as well as such other administrative charges and expenses as shall be imposed from time to time, including, without limitation, a Brokerage Account transfer, inactivity or custody fee.

TIS is permitted to change the Brokerage Account Commission and Fee Schedule or administrative charges/ expenses from time to time without notice. I understand and agree that these fees and administrative charges and expenses will be collected from my account. If I do not pay any fee or administrative charge or expense by a date specified such payment is due, such fee or administrative charge or expense, as well as related expenses (including, without limitation, fees charged by NFS) can, at TIS's discretion and without notice to me, be collected from cash available in my account's Core Account. If sufficient cash is not available, TIS is permitted, at its discretion and without notice to me, to sell any or all assets in my account and apply

the sales proceeds to pay such fees and administrative charges and expenses. TIS shall have discretion to determine which securities and property are to be sold for this purpose.

I agree to pay the commissions and fees as disclosed in the prospectus or other material provided to me as they apply to transactions I engage in and services I receive, as well as such other administrative charges and expenses as shall be imposed from time to time by the issuing company for certain other products held within or outside your account.

### 39. Choice of Marketplace

When securities could potentially be traded in more than one marketplace, NFS is authorized to use its discretion in selecting the market in which to place my order.

### 40. Receipt of Communications/Suspected Errors

Communication by mail, messenger, telegraph, electronic mail or electronic record, or otherwise, sent to me at the address of record listed on the Application or any other address I give You in writing are presumed to be delivered to and received by me whether actually received or not. A statement of all transactions will be mailed to the address of record, monthly or quarterly, depending on activity or instead of receiving these documents through the mail I can, if the service is offered by my Broker/ Dealer, choose to receive electronic notification that statements, and trade confirmations are available for online viewing. There is no fee for this option, and I am permitted to switch to or from it at any time. For more information, I understand that I should speak with my investment representative.

I am responsible for monitoring my account and certain other products purchased in or through my account. This includes making sure that all transactions are accurate and that I am receiving confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about my account and certain other products purchased in or through my account is accurate and contains nothing suspicious.

I understand that TIS and NFS do not monitor my account for errors or for any other purpose, except as may be provided by law, regulation or industry rule, and have no duty to advise me of any issue regarding my account or certain other products purchased through but not held in my account and I understand that insurance companies and other providers of products purchased through my account do not monitor my account with them and do not have a duty to advise me of any issue regarding my account with them, except as shall be provided by law, regulation, or industry rule.

I acknowledge that I should report immediately any inaccuracy or discrepancy in my account activity to both TIS and NFS and to the insurance company(ies) and other product providers, as applicable.

Confirmations and statements are deemed to be accurate and are final and legally binding, unless I specifically notify You otherwise in writing within five days (5) of when confirmations were sent and within ten days (10) of when statements were sent.

If expected communication have not been received, or if I have a question or believe I have found an error in any communication from TIS, I understand that I should telephone TIS immediately and follow up immediately with written notice.

### 41. Market Data

From time to time, I will be provided with pricing information obtained by TIS or its agents on securities, annuities, guaranteed investment contracts, and the securities markets from time to time. Such information is provided to me on an "as available" and "as is" basis, and the accuracy of the information is not guaranteed.

### 42. Limits of Responsibility and Liability

Although all entities that provide services to my account strive to ensure the quality and reliability of those services, I understand that neither TIS nor NFS can be responsible for the availability, accuracy, timeliness, completeness, or security of any service related to my account. These services are provided "as is" and "as available".

I therefore agree that TIS and NFS are, except as shall be affirmatively provided by applicable Federal or state law, self-regulatory organization rule or regulation, not responsible to me for any "Losses"

(meaning claims, damages, actions, demands, investment losses, direct or indirect, incidental, special, punitive, consequential, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) that I incur as a result of conditions beyond the control of TIS and NFS or any agreement between the parties. This includes, for example:

- Any action that is done in accordance with the procedures described in this Customer Agreement or an applicable mutual fund or other securities prospectus, other investment description or the TIS Sweep Feature Disclosure Statement.
- The acceptance and processing of any order or transaction placed in my account, whether received electronically or through other means, as long as the order appears to be authentic.
- Investment decisions or instructions placed in my account or other such actions attributable to me or any authorized person including my investment.
- Occurrences related to governments or markets, such as rules and regulations, 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, terrorist activities, earthquakes, power outages, epidemics and contagions 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 over which TIS or NFS has no control or reasonable ability to know it has occurred (such as theft of your personal information by a third party, spyware or malware on your computer) or other actions or inactions by me resulting in unauthorized activities in my account.
- Telephone requests for money transfers, so long as the proceeds are transmitted to me or the bank account number identified by me.
- Any checks or other debits to my account that are not honored because the account has insufficient funds.

If any service failure is determined to be the responsibility of TIS or NFS, I will be liable only for whatever benefit I would have realized up to the time by which I should have been notified, as specified earlier in "Receipt of Communications/ Suspected Errors."

#### **43. Indemnification**

I agree to indemnify You from, and hold You harm-less for, any Losses (as previously defined in "Limits of Responsibility" resulting from my actions or failures to act, whether intentional or not, including Losses resulting from action taken by third parties on my behalf. Beyond taking reasonable steps to verify the authenticity of instructions, TIS has no obligation to contact me with regard to the purpose, wisdom, or propriety of any instructions received by TIS.

#### **44. Purchase of Precious Metals**

I understand and acknowledge that precious metals and other collectibles within the meaning of Internal Revenue Code Section 408(m) are not permitted to be purchased in retirement accounts except as otherwise permitted by ERISA and the Internal Revenue Code. If I direct You or NFS to purchase eligible gold, silver and platinum coins for me, I understand the following:

- a) The SIPC does not provide protection for precious metals. However, metals stored through NFS are insured by the depository at market value.
- b) Precious metals investments can involve substantial risk, as prices can change rapidly and abruptly. Therefore, an advantageous purchase or liquidation cannot be guaranteed.
- c) If I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes.

To the extent that collectibles, including precious metals, are held in an underlying trust or other investment vehicle such as an exchange traded fund, it is my responsibility to determine whether or not such an investment is appropriate for an IRA or retirement plan account and whether the acquisition of such investment could result in a taxable distribution from the IRA or retirement plan account under Section 408(m).

#### **45. Termination of Retirement Account**

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

You have the right, in your sole discretion, to amend this Customer Agreement at any time. Any such amendment shall be in writing. Amendments can 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.

I acknowledge that, although it is Your policy to send advance notice of any material amendments to this Customer Agreement, You are not obligated to do so.

Except as set forth above, no provision of this Customer Agreement can be amended or waived except in writing by an officer of the broker-dealer or NFS.

The most current version of this Customer Agreement is available online at <https://www.suntrust.com/investing-retirement>. or by contacting your investment representative. The investment representative is not authorized to act on behalf of the broker-dealer or NFS to change any terms of this Customer Agreement.

You or NFS have the right, in your sole discretion, to transfer my interests in my account or this Customer Agreement to any of your successors and assigns, whether by merger, assignment, consolidation, or otherwise as provided above in Section 35.

I acknowledge that I am not permitted to transfer my interests in my account or this Customer Agreement except with your 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, my heirs, executors, administrators, successors, or assigns.

Although You or NFS will not always enforce certain provisions of this Customer Agreement, such parties retain the full right to do so at any time. If any provision of this Customer Agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced (or made to conform) to the maximum extent allowable. However, the remainder of this Customer Agreement will remain fully in effect.

If for any reason (such as the termination of a contract between You and NFS) my account is held directly by NFS, You or NFS, have the right to restrict my account. Examples of restrictions include the ability to place sell orders only and the loss of electronic trading.

You or NFS have the right, in your sole discretion, to terminate my account, this Customer Agreement or any account feature, at any time (including immediately) or for any reason upon written notice to me.

I am permitted to close my account, or terminate any optional feature at any time, by notifying You or NFS in writing or calling on a recorded line and providing You or NFS with my instructions. When an account is closed, all features associated with it are terminated.

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

My account balance and certain uncashed checks issued from my account can be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

#### **NOTICE TO CUSTOMER**

##### **46. Payment for Order Flow**

If You transmit orders (including those generated by reinvested dividends) through NFS, NFS in turn will send my orders to various exchanges or market centers based on a number of factors. Such

factors include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, speed of execution, liquidity enhancement opportunities, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers.

Certain of the market centers have the ability to execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer can specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. You will furnish payment for order flow and routing policies to me on an annual basis.

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

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

#### 47. Investment Objective Descriptions

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

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

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

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

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

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

**Trading Profits.** An investment objective of Trading Profits indicates that I seek to take advantage of short-term trading opportunities, which can involve establishing and liquidating positions quickly. Some examples of typical investments might include short-term purchases and sales of volatile or low-priced common stocks, put or call options, spreads, straddles and/or combinations on equities or indexes.\* This is a high-risk strategy.

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

**Other.** Defined by broker/dealer and/or account owner(s).

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

#### 48. Confidentiality

I understand that TIS will not reveal any information to third parties about my account and my transactions except:

- (1) when necessary for completing my transaction or providing any related benefits to me;
- (2) to verify the existence and condition of my account for a third party such as a credit bureau, merchant or payee;
- (3) to comply with the law or with orders or subpoenas of government agencies, courts or administrative bodies;
- (4) to comply with subpoenas in arbitrations administered by a securities self-regulatory organization;
- (5) if I have given You written permission; (i) to other persons and entities in order to resolve disputes arising from transactions; or (ii) in the circumstances covered by TIS's Privacy Policy as updated or amended from time to time.

I agree to be responsible for protecting the confidentiality of my own account information, including my account number and any Personal Identification Number (PIN) and passwords. I agree to be responsible for protecting the confidentiality of my information relating to other products purchased through my account, including any account number and any PIN or passwords. TIS is affirmatively authorized by me to at all times rely upon and act in accordance with any instructions or inquiries, whether written, oral, electronic, or otherwise, which TIS receives concerning my account or other products purchased through my account and which TIS in good faith consider genuine and authorized by me.

#### 49. Disclosures Regarding Annuity Products

I understand that the Application constitutes neither an application for, nor an annuity contract. I understand that it is my responsibility to read fully the annuity contract(s).

My annuity purchase through TIS is entirely voluntary and is not required for or in connection with the purchase of any other product or service from Truist Bank or any of its affiliates.

A number of factors have a bearing on the performance of an annuity contract, and neither those factors nor the annuity's investment performance is guaranteed. For variable annuities, the performance of the portion of the purchase payment that is allocated to the variable account(s) is not guaranteed and its value will fluctuate with the changing value of the underlying sub-accounts. Past performance is no guarantee of future results, and there is no assurance that the investment objectives of the underlying sub-accounts will be met.

Truist Investment Services, Inc. and its licensed representatives, agents, and affiliates receive compensation in connection with the sale annuities to the fullest extent permitted by applicable law. This compensation typically will be paid to Truist Investment Services, Inc. by the insurance company(s) which issues the annuity contract.

Annuity products and securities are made available through Truist Investment Services, Inc., an affiliate of Truist Financial Corporation, a member of FINRA and SIPC, and a licensed insurance agency.

#### 50. FINRA Rule 4311

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

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

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

#### 51. Electronic Signature

I acknowledge that I can sign the Premiere Select IRA Account Application and any other account related documentation by means of my electronic signature. Alternatively, I can sign with wet signature. If You or I receive notice that the transmission of an Electronic Record, as defined in the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §1700 et. seq. ("E-SIGN"), has failed (e.g., email "bounce back" or similar failure to deliver), then the party that receives notice of the failure will promptly notify the other party of the failure, and You and I will mutually determine an alternate delivery method.

#### 52. Premiere Select IRA Account Identifying Information Insertion

I give permission for You and Your personnel to insert certain account identifying information (including but not limited to Premiere Select IRA Account numbers) on various account documentation [including but not limited to Transfer of Asset ("ACAT") forms] after my execution of such documentation.

#### 53. Pre-Dispute Arbitration Agreement

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

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

- (E) The panel of arbitrators can include a minority of arbitrators who were or are affiliated with the securities industry.
- (F) The rules of some arbitration forums impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration can 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 Customer Agreement.

All controversies that 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 shall 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 is permitted to be entered in any court of competent jurisdiction.

Any state or federal statute of limitation/repose that would apply to a claim brought in court shall apply equally to any claim brought in arbitration pursuant to this arbitration agreement. For purposes of these applicable statutes of limitation/repose, an arbitration initiated under this arbitration agreement shall be deemed a civil action or proceeding and all statutes of limitation/repose applicable to civil actions or proceedings shall be applicable to any arbitration initiated under this arbitration agreement.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in or control over the account, including court-appointed trustees, guardians, and receivers. If an attorney-in fact, trustee, guardian, or receiver is a signatory to this Customer Agreement, such signatory agrees to participate as a party to any dispute within the scope of the agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Customer Agreement except to the extent stated herein.