

# Premiere Select® Retirement Plan Beneficiary Distribution Account (“BDA”) Application

## Client Instructions

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money-laundering activities, Federal law and contractual obligations to National Financial Services (“NFS”) require that your Broker/Dealer verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, your Broker/Dealer may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. Your account may be restricted and/or closed if your Broker/Dealer cannot verify this information. Neither your Broker/Dealer nor NFS will be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, your account.

If you are a Premiere Select Retirement Plan beneficiary and you have inherited a Premiere Select Retirement Plan account, you must transfer the assets that you have inherited to a Premiere Select Retirement Plan Beneficiary Distribution Account (“BDA”) before placing trades or taking distributions from the account.

To establish a Premiere Select Retirement Plan BDA, you must complete the attached **Premiere Select Retirement Plan Beneficiary Distribution Account Application** and submit it to your investment representative.

**PLEASE NOTE:** Contributions **cannot** be made to your Premiere Select Retirement Plan BDA.

Please read these instructions carefully before you complete the **Premiere Select Retirement Plan Beneficiary Distribution Account Application**. If you have any questions, please consult your investment representative.

- Write your Social Security Number or Tax Identification Number, as applicable, in the boxes in the upper right-hand corner of the Application.
- Your Broker/Dealer will provide the New Account Number.
- Beneficiary Distribution Account (BDA) Type:
  - If you inherited assets from a Profit Sharing Plan, you must check Profit Sharing-BDA.
  - If you inherited assets from a Money Purchase Plan, you must check Money Purchase-BDA.

## 1 Account Information

### A. YOUR INFORMATION

Please complete this section, as appropriate.

- If you are an Individual, please check either “Spouse” or “Non-spouse.”
- “Other” includes a beneficiary that is an entity, a minor\*, a non-trust fiduciary, or the account owner’s estate. Specify in the space provided.

**\*If the Premiere Select Retirement Plan beneficiary is under the age of 18, parent or legal guardian information must also be provided. The parent or guardian must sign the application on behalf of the minor.**

- If the beneficiary is a Trust, include a **Trustee Certification of Investment Authority Form**.
- If the beneficiary is an Entity, include a **Corporate Resolution** or a notarized **Resolution of Unincorporated Business**, as applicable.
- If the Beneficiary is the Estate, include the **Court Order naming the Executor of the Estate**.

### B. DECEDENT (PREMIERE SELECT RETIREMENT PLAN PARTICIPANT) INFORMATION

Provide the decedent’s full name, date of birth, date of death, and Social Security number.

- Indicate the decedent’s Premiere Select Retirement Plan Account Number.
- Complete the Employer and Plan Administrator information in full.
- Include a certified copy of the Premiere Select Retirement Plan decedent’s death certificate, as applicable.

Additional information may be necessary. Please consult your investment representative.

## 2 Acknowledgements

Please indicate if you are a control person or affiliate of a publicly traded company. If so, please provide the name and trading symbol of the company and the account number of any other NFS accounts you own.

## 3 Signature

Before signing the Application, please carefully read these Instructions and all sections of the Premiere Select Retirement Plan BDA Application, including the Customer Agreement. This Application is part of a legal agreement between you, your Broker/Dealer and NFS, and by signing Section 3 you are agreeing to be bound by the terms and conditions contained in the above mentioned documents. Please also print the current date neatly in block letters in the space provided. **If the Premiere Select Retirement Plan BDA owner is under 18 years of age, this section must be signed by the parent/legal guardian on behalf of the minor.**

## 4 Signature of Broker/Dealer

Your Broker/Dealer will complete this section.

# Information for your Broker/Dealer

---

## Instructions

Please complete this entire section. Your Broker/Dealer is required by law to obtain this information before establishing an account.

### 1 Account Information

---

Please provide your full name, phone number and citizenship information.

### 2 Employment Information

---

Please provide the name, address, and type of business of your employer. Please also provide your title. If you are retired please write "retired" on the Employer line.

### 3 Affiliations

---

Please indicate if you are affiliated with or employed by the NASD, a stock exchange, or a member firm of a stock exchange. If you answer yes to this question, provide the name of your employer. In accordance with current regulations, notification of your intent to open an account will be sent to your employer. You must also provide the account numbers of any NFS accounts you may have.

### 4 Suitability

---

The information you provide in this section will help your investment representative to determine the suitability of investments.

### 5 Dividends, Interest, and Capital Gains Account Service Instructions

---

Please indicate how you would like dividends, interest and capital gains earnings on your Premiere Select Retirement Plan BDA to be handled.

### 6 Options Agreement

---

Please indicate if you would like to purchase options for your Premiere Select Retirement Plan BDA. Before your account can be approved for Options trading you must submit an Options Application which you can obtain from your investment representative. Please note that Premiere Select Retirement Plan BDA accounts are only eligible for certain options trading. For more information please consult with your investment representative.

### 7 Core Money Market Mutual Fund Selection

---

Please provide the name of the money market mutual fund that you wish to hold assets of your Premiere Select Retirement Plan BDA, pending other investment instructions. If you do not select a money market mutual fund, the Fidelity Cash Reserves fund (FDRXX) will be used as the core money market mutual fund for your Premiere Select Retirement Plan BDA.

### 8 Signature of Premiere Select Retirement Plan BDA Owner

---

Your signature and date are required in this section of the application.

### 9 Signature of Broker/Dealer

---

Your Broker/Dealer will complete this section.

## Customer Agreement

---

Please read the **Customer Agreement** carefully. By signing the **Premiere Select Retirement Plan Beneficiary Distribution Account Application**, you are agreeing to and are bound by the terms and conditions specified in the **Customer Agreement**. The **Customer Agreement** is for your records; please detach it from the rest of the Application prior to submitting the Application to your Broker/Dealer.

After you have completed and signed the **Premiere Select Retirement Plan Beneficiary Distribution Account Application** and detached the **Customer Agreement**, please submit the Application with your additional paperwork to your investment representative.

PLEASE DETACH THE INSTRUCTION PAGES FROM THE APPLICATION.

# Premiere Select® Retirement Plan Beneficiary Distribution Account ("BDA") Application

Social Security Number (Required)

□□□-□□-□□□□

Tax Identification Number, if applicable

□□-□□□□□□□□

Premiere Select Retirement Plan BDA Account Number

□□□-□□□□□□□□

Please complete the sections below. This section to be retained by NFS.

Please choose one Beneficiary Distribution Account (BDA) Plan type:  Profit Sharing  Money Purchase

**Note: If you are a Premiere Select Retirement Plan beneficiary and you have inherited more than one Premiere Select Retirement Plan account, you must complete a separate application for each BDA you are establishing.**

## 1 Account Information

### A. Your Information

Please indicate if you are a(n)  Individual\*  Trust  Other

\*If you check Individual, please indicate your relationship to the Premiere Select Retirement Plan Participant  Spouse  Non-spouse

Name of Individual/Trust/Other- First, Middle Initial, Last

Name of Trustee(s), (if applicable) - First, Middle Initial, Last

Country/State of Organization (Required for Trusts)

#### Legal Address - (No P.O. Boxes)

Address

City

State

Zip/Postal Code

Date of Birth (Individual) or Date of Trust

**Note:** If the Beneficiary is a Trust, you must provide a Trustee Certification of Investment Authority Form. If the Beneficiary is an Entity, please provide a Corporate Resolution or a notarized Resolution of Unincorporated Business, as applicable. If the Beneficiary is an Estate, please provide the Court Order naming the Executor of the estate.

If the Premiere Select Retirement Plan beneficiary is an individual who is under 18 years of age, then the name of the beneficiary's parent or legal guardian must be provided. The parent or legal guardian must also sign this application on the beneficiary's behalf.

Name of Parent/Guardian- First, Middle Initial, Last

Social Security Number

### B. Decedent (Premiere Select Retirement Plan Participant) Information

Decedent's Name - First, Middle Initial, Last

Decedent's Premiere Select Retirement Plan Account Number

Date of Death\* (Required)

Decedent's Social Security Number

Date of Birth

Name of Employer

Name of Plan Administrator

Plan Administrator's Address

City

State

Zip/Postal Code

Plan Administrator's Phone

Ext

**\*Note:** You must provide a certified copy of the Premiere Select Retirement Plan owner's death certificate with this form.

## 2 Acknowledgements

**Affiliations** – Are you a control person or affiliate of a publicly traded company as defined in SEC Rule 144? This would include but is not limited to, 10% shareholders, policy-making executives and members of the Board of Directors.  Yes – (If “Yes,” complete information below)  No

Name of Company	<input type="text"/>	Trading Symbol	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Company	<input type="text"/>	Trading Symbol	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Company	<input type="text"/>	Trading Symbol	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## 3 Signature

I hereby adopt the Premiere Select Retirement Plan Beneficiary Distribution Account (“BDA”), as indicated above, appointing Fidelity Management Trust Company (FMTC), or any successor thereof, as Trustee, and National Financial Services LLC (“NFS”) as the sole carrying Broker/Dealer to perform

administrative services and I designate  as my Broker/Dealer. I understand that my Premiere Select Retirement Plan BDA will be subject to the fees more fully described in the attached Customer Agreement. I am aware of the legal prohibitions placed on my Premiere Select Retirement Plan BDA, including, but not limited to the receipt of annual contributions or any attempt to roll over the Premiere Select Retirement Plan BDA. I understand that, upon issuer’s request in accordance with applicable rules and regulations, NFS will disclose my name to issuers of securities if securities are held in my account, so that I can receive important information, unless I do not consent to disclosure; and I will notify my Broker/Dealer in writing if I do not consent. I certify

that I am at least 18 years of age and of full legal age in the state in which I reside. I understand that telephone calls to my Broker/Dealer and NFS may be monitored or recorded and I consent to such monitoring or recording. I certify under penalties of perjury that: (1) I am a U.S. person, including a U.S. resident alien, and (2) the Taxpayer Identification number or Social Security number provided is correct, or I am waiting for one to be issued to me. I represent that I have received and read the Customer Agreement and the Premiere Select Retirement Plan and Trust Document governing this account and agree to be bound by such agreements and document as are currently in effect and as may be amended from time to time. These agreements and document shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute. **I understand this account is governed by a Pre-Dispute Arbitration Agreement, which appears on page 8, Section 32 of the Customer Agreement. I acknowledge receipt of the pre-dispute arbitration clause.**

Signature of Premiere Select Retirement Plan BDA Owner (If more than one fiduciary, each fiduciary must sign)  Date   -   -

If the Premiere Select Retirement Plan BDA Owner is under 18 years of age, this section must be signed by the parent/legal guardian on behalf of the minor.  
Signature of Plan Administrator  Date   -   -

## 4 Signature of Broker/Dealer – Your Broker/Dealer will complete this section.

Signature of Registered Representative #1	Rep #	Date
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Signature of Registered Representative #2	Rep #	Date
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Signature of Registered Representative #3	Rep #	Date
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Signature of Registered Representative #4	Rep #	Date
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Signature of Principal		Date
<input type="text"/>		<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

The above named firm hereby accepts its appointment as agent of the Premiere Select Retirement Plan BDA Account participant named above to execute investment directions and for other such purposes, upon the earlier of delivery of an instruction, direction or inquiry or receipt of compensation with respect to the above referenced account or upon a firm signature.

# Information for your Broker/Dealer

Please complete the sections below. This information will be retained by your broker/dealer.

## 1 Account Information

### A. Account Owner's Information

First Name  Middle Initial  Last Name

Day Phone -- Evening Phone --

Citizenship  U.S.  Other Indicate Countries

Country of Tax Residence  U.S.  Other Indicate Countries

U.S. Driver's License Number  State of Issuance

**Government ID – Foreign Citizens Only** (Identification document must carry reference number and photograph.)

**Immigration Status**  Permanent Resident  Non-Permanent Resident  Non-Resident

**Place of Birth** City  State/Province  Country

U.S. Driver's License (Provided Above)  INS Permanent Resident Alien Card  Passport with U.S. Visa  Employment Authorization Document  Passport without U.S. Visa\*  Foreign National Identity Document\*

Date of Issuance -- Expiration Date --

Document Number  Country of Issuance

**\*Information Required** Bank Name  Account Number  Phone Number

## 2 Employment Information

Employed  Not Employed  Retired Occupation

(If retired or not employed, indicate source of income here)

Name of Employer

Employer's Address

City  State  Zip/Postal Code -

Province (if applicable)  Country

## 3 Affiliations

**Affiliations** – Are you affiliated with or employed by a stock exchange or member firm of either an exchange or the NASD, a municipal securities broker-dealer, or Fidelity?  Yes – (If "Yes," complete information below)  No

Name of Company

Company's Address

City  State  Zip/Postal Code -

Notice of your intent to open an account will be sent to your employer in accordance with current regulations.

# Information for your Broker/Dealer

## 4 Suitability

**Personal Information** – Your Broker/Dealer is required by industry regulations to obtain certain information.

Marital Status  Single  Married Number of Dependents

**Annual Income – From all sources**

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

Over \$100,000 Please state amount \$

**Estimated Net Worth – Exclusive of home and farm**

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

Over \$500,000 Please state amount \$

**Investable Assets – Including cash and securities**

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

Over \$500,000 Please state amount \$

**Tax Bracket**

15% and below  25% - 27.5%  Over 27.5%

**Risk Tolerance**

Conservative  Moderate

Aggressive  Combination

**Investment Time Horizon**

Short (0 - 5 years)  Intermediate (6 - 10 years)

Long (over 10 years)  Combination

**Investment Objective**

Pursuant to various securities regulations, your Broker/Dealer is required to ask you to list your investment objective for your account. The attached Customer Agreement contains descriptions and examples of typical investments for each investment objective presented below. Please rank your investment objectives for this account in order of importance (Highest = 1). Please review these descriptions prior to completing this section to ensure that the investment objective selection you make is appropriate, understanding that the more aggressive objectives incorporate the less aggressive objectives. If at any time you would like to revise your investment objective, please contact your investment representative.

Preservation of Capital  Income  Capital Appreciation

Trading Profits  Speculation

Other Please Specify

**General Investment Knowledge**

Extensive  Good  Limited

**Specific Investment Knowledge**

Please enter account owner's level of knowledge (None = N, Limited = L, Good = G, Extensive = E) OR year of first investment in each of the following:

Stocks  Bonds  Mutual Funds  Options

Variable Contracts  Limited Partnerships

## 5 Dividends, Interest, and Capital Gains Account Service Instructions

Reinvest all mutual fund dividends and capital gains; pay all eligible stock dividends in cash and credit the core money market fund. (3)

Reinvest all mutual fund dividends and capital gains; reinvest all eligible stock dividends. I agree to the terms and conditions governing the Equity Dividend Reinvestment Service provided in the attached Customer Agreement. (D)

Pay all mutual fund dividends and capital gains in cash; pay all eligible stock dividends in cash; credit the core money market fund. (4)

Pay all mutual fund dividends and capital gains in cash and credit the core money market fund; reinvest all eligible stock dividends. I agree to the terms and conditions governing the Equity Dividend Reinvestment Service provided in the attached Customer Agreement. (S)

## 6 Options Agreement

I would like to purchase options for my Premiere Select Retirement Plan BDA. An approved Options Application is required prior to trading.

## 7 Core Money Market Mutual Fund Selection

Contact your investment representative to determine the money market mutual funds available to you and their trading symbols. Please ensure you have read the prospectus before making a decision on the appropriate core money market mutual fund selection.

I hereby choose

Name of Money Market Mutual Fund

Symbol

as the core money market mutual fund to be used to hold the assets of my account pending other investment instructions. I understand that if I do not select a core money market mutual fund, Fidelity Cash Reserves (FDRXX) will be used as the core money market mutual fund for my account.

### 8 Signature of Premiere Select Retirement Plan BDA Owner

Signature of Premiere Select Retirement Plan BDA Owner or Authorized Signator

Date (required)

--

### 9 Signature of Broker/Dealer

Signature of Registered Representative #1

Rep #

Date

--

Signature of Registered Representative #2

Rep #

Date

--

Signature of Registered Representative #3

Rep #

Date

--

Signature of Registered Representative #4

Rep #

Date

--

Signature of Principal

Date

--

# Customer Agreement

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

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

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

2. I understand that You will have access to informational tax reporting with regard to my retirement account, including IRS Form 1099-R and IRS Form 5498 reporting information, as applicable, unless I notify Fidelity Management Trust Company ("FMTC"), Custodian/Trustee of my retirement account, otherwise.

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

4. I understand that FMTC, Custodian of my Premiere Select IRA or the Trustee of my Premiere Select Retirement Plan, as applicable, and NFS do not provide any investment advice as defined under the Employee Retirement Income Security Act of 1974 ("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.

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

- The minor has earned income to contribute to an IRA (excluding IRA-BDAs).
- The maximum amount that may be contributed to the minor's IRA (excluding IRA-BDAs) for any year is equal to the lesser of 100% of the minor's compensation or the annual IRA contribution limit. (Please refer to the **Premiere Select IRA Contribution Guide** for information on annual IRA contribution limits.)
- I, the UGMA/UTMA Custodian, have read, understand, and agree to the terms and conditions set forth in the **Premiere Select IRA Application**, the **Customer Agreement**, the **Premiere Select IRA Custodial Agreement and Disclosure Statement**, or the **Premiere Select Roth IRA Custodial Agreement and Disclosure Statement**, as applicable.
- The UGMA/UTMA Custodian will exercise the powers and duties of the Depositor as described in the Agreements.
- The beneficiary of the IRA will be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act, as indicated in Article 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. The IRA Custodian shall have no responsibility to determine when the minor reaches the age of account termination or for determining whether any such notification is proper or valid under state or federal law.
- Upon reaching the age of account termination in the state under which the account was first established, the UGMA/UTMA Custodian must advise the IRA Custodian in writing (accompanied by such supporting documentation as the IRA Custodian may require) that the minor is assuming sole responsibility to exercise all powers and duties associated with the administration of the IRA. Absent such written notice by the UGMA/UTMA Custodian, the IRA Custodian shall have no responsibility to acknowledge the minor's exercise of such powers and duties of administration.
- Acceptance by the IRA Custodian of the contribution to this IRA is expressly conditioned upon the UGMA/UTMA Custodian's agreement to be responsible for all requirements and to exercise the powers and duties of the Depositor with respect to the operation of the IRA.
- I understand that the minor will have access to information that I provide to You on this Application.

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

7. An Investment in any money market mutual fund is not guaranteed by the FDIC or any other governmental agency. Although money market mutual funds seek to preserve the value of my investment at \$1.00 per share, I understand that it is possible to lose money by investing in such fund. I understand that investing in a tax-exempt security is inappropriate for a retirement account.

8. Securities in accounts carried by NFS, are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$100,000). For details, please see [www.sipc.org](http://www.sipc.org). NFS has arranged for additional protection for cash and covered securities to supplement its SIPC coverage. This additional protection covers total account net equity in excess of the \$500,000/\$100,000 coverage provided by SIPC. Neither coverage protects against a decline in the market value of securities, nor does coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC or to request a SIPC brochure, please visit [www.sipc.org](http://www.sipc.org) or call (202) 371-8300.

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

This service is subject to the terms and conditions set forth in this Section 9, 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 Standard Time (EST) on the dividend record date for such security. If the dividend record date falls on a non-business day, then I must notify You on or before 9:00 p.m. EST one business day prior to the dividend record date for such security. Dividends will be reinvested on any shares of all enrolled securities provided that I own such shares on both the dividend record date and the dividend payable date.

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

I understand that You reserve the right to terminate or amend the Service and reinvestment plan described in this Section 9 at any time, without notice, including instituting commissions or transaction fees.

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

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

If I attempt to enroll a security for which I have placed a buy limit order which has not been 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.

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

**Dividend Reinvestment Transactions in Eligible Securities.** On the dividend payable date for each security participating in the Service, You will credit my account

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

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

If I liquidate shares of an enrolled security between the dividend record date and the business day prior to the dividend payable date, such shares will not participate in the Service and I will receive the dividend as cash in my core account (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 may give me interests in partial shares of securities, which will be calculated to three decimal places. I will be entitled to receive dividend payments proportionate to my partial share holdings. If my account is transferred, if a stock undergoes 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 may not liquidate partial shares at my discretion. If I enter an order to sell my entire whole share position, any remaining partial share position will be liquidated at the execution price of the sell and will be posted to my account on the settlement day. No commission will be charged for the liquidation of the partial share position.

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

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

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

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

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

**10.** I understand that if I have elected to convert an IRA, other than a Premiere Select IRA, to a Premiere Select Roth IRA, then all parts of this Agreement, including the

Application and the information herein, will apply to my Premiere Select IRA established to facilitate the conversion and to my Premiere Select Roth IRA. In addition, I attest that my Adjusted Gross Income does not exceed \$100,000 for the year in which I am making the conversion. 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.

**11.** 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.

**12.** If I am opening a Roth IRA with a rollover from an employer-sponsored retirement plan, I certify that the rollover is from an eligible employer-sponsored retirement plan, that the assets are being directly rolled to the Roth IRA, and that the direct rollover constitutes a Roth conversion. In addition, I represent that I am otherwise eligible to make the Roth conversion.

**13.** In the event I become indebted to You or NFS in the course of operation of this account, I agree that I will repay such indebtedness upon demand. All securities and other property now or hereafter held, carried, or maintained by NFS for any of my brokerage accounts, now or hereafter opened, including brokerage accounts in which I may have an interest, 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, and 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 and which contracts are to be closed. **No provision of this Agreement concerning liens or security interests shall apply to the extent which application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations, or guidance.**

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

When NFS holds securities in street name or bearer form on my behalf and such securities are callable in part, I understand that NFS utilizes an impartial lottery allocation system in accordance with applicable rules to determine the securities selected for redemption. I understand that I have the right to withdraw uncalled fully paid securities from NFS at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided that my account is not subject to restriction under Regulation T or such withdrawal will not cause an undermargined condition.

**15. To the extent that any part of this Customer Agreement, the related Application, Custodial Agreement and Disclosure Statement, or Premiere Select Retirement Plan and Trust Agreement ("the Documents"), as applicable, were obtained online by me, I represent to the best of my knowledge that the terms of the Documents have not changed and are identical to the terms as originally set forth by FMTC or its successors, NFS, and You. I acknowledge that any alteration of the Documents' original terms shall be null and void, and I shall be bound by the terms of the original Documents as set forth by FMTC, NFS, and You. I also understand and acknowledge that any Agreements established by the above-referenced Documents may be terminated in the event that FMTC, its agents, affiliates, or its successors has reasonable grounds to believe the Document(s) has/have been altered.**

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

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

**18.** I have received and read the Prospectus for the core account investment vehicle designated in the attached retirement account Application(s). I understand that my account statement details all activity in the core account investment vehicle. This statement is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. I understand that if I chose a mutual fund as my core account investment vehicle, some or all of the funds' distribution and service plans, as allowed under SEC Rule 12b-1, permit the funds to pay fees to broker/dealers with respect to the distribution of the funds' shares, and that You or NFS may receive such a fee as a result. I understand that You may charge additional fees and that neither NFS nor FMTC shall incur any liability for the payment of any fees to You from assets in my account.

**19.** 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 may incur as a result of assets in my account not being accepted until such time as NFS has received my completed retirement account paperwork, determined the same to be in good order, and accepts my retirement account on behalf of FMTC.

**20. I understand a \$35 NFS Annual Maintenance Fee may be paid separately or collected from my retirement account balance. I understand a \$75 NFS Liquidation/Termination Fee may be collected from my retirement account balance when I liquidate or terminate my retirement account. I understand that the \$75 liquidation fee cannot be paid by separate check. NFS may change the fee schedule from time to time.**

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

**22.** 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.

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

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

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

**24.** 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.

**25. To help the government fight the funding of terrorism and money-laundering activities, Federal law and contractual obligations to NFS require that You obtain my name, date of birth, address, and a government-issued identification number before opening my account to verify my identity. In certain circumstances, You may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. My account may be restricted and/or closed if You and/or NFS cannot verify this information. 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.**

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

**26.** I understand that my retirement account will be invested in accordance with my instructions as given from time to time to You.

**27.** 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.

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

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

I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to You that the securities are restricted.

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

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

**30.**

- NFS has the authority to accept orders and other instructions relative to the Trust accounts identified herein from those individuals listed on the application. The Trustee(s) may execute any documents on behalf of the Trust that You or NFS may require. By signing this form, the Trustee(s) hereby certify(ies) that You or NFS are authorized to follow the instructions of any Trustee and to deliver funds, securities, or any other assets in the NFS account to any Trustee or on any Trustee's instructions, including delivering assets to a Trustee personally. NFS, in its sole discretion and for its sole protection, may require the written consent of any or all Trustees prior to acting upon the instructions of any Trustee.

- There are no other Trustee(s) of the Trust other than those listed on the Application or identified on a separate piece of paper attached to this Application. The attached pages of the Trust document are true copies of the valid legal document currently in effect.

- Should only one person execute this agreement, it shall be a representation that the signer is the sole Trustee. Where applicable, plural references in this certification shall be deemed singular.

- We, the Trustees, have the power under the Trust and applicable law to enter into the transactions and issue the instructions that we make in this account. Such power may include, without limitation, the authority to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account), and to trade securities on margin or otherwise (including the purchase and/or sale of option contracts) for and at the risk of the Trust. We understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.

- To the extent that the employer-sponsored plan assets inherited by a Trust are being directly rolled to an IRA-BDA, as Trustee for the above-referenced Trust, I hereby certify that the trust is a qualifying non-spouse beneficiary for purposes of Section 402(c) of the Internal Revenue Code and is therefore eligible to directly roll over assets to an IRA-BDA.

- We, the Trustees, jointly and severally, indemnify 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.

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

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

**33. Purchase of Precious Metals.** I understand and acknowledge that precious metals and other collectibles within the meaning of Section 408(m) of the Internal Revenue Code may not be purchased in retirement accounts except as otherwise permitted by ERISA and the Internal Revenue Code, as applicable, and to the extent permitted by NFS. If I direct You or NFS to purchase eligible gold, silver, and platinum coins or permitted bullion for the account, I understand: a) the Securities Investors Protection Corporation (SIPC) does not provide protection for such investments, but if stored through NFS, they are insured by the depository at market value; b) such

investments are not marginable; c) such investments can involve substantial risk due to rapid and abrupt price changes, and therefore neither You nor NFS can guarantee an advantageous purchase or liquidation price.

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

#### NOTICE TO CUSTOMER

##### 35. Payment for Order Flow

If You transmit orders (including those generated by reinvested dividends) through NFS, NFS in turn will send my orders to various exchanges or market centers based on a number of factors. Such factors include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, speed of execution, liquidity enhancement opportunities, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. You will furnish payment for order flow and routing policies to me on an annual basis.

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

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

##### 36. 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.

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

**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.

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

##### 37. NYSE Rule 382

New York Stock Exchange Rule 382 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 may be provided by You or obtained from third parties, which has not been verified by NFS, (3)act as custodian for funds and securities received by NFS on my behalf, (4)follow Your instructions with respect to transactions and the receipt and delivery of funds and securities for my account, and (5)extend margin credit for purchasing or carrying securities on margin, if applicable. 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.

##### 38. Pre-Dispute Arbitration Agreement

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

(A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(C) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.

(D) The arbitrators do not have to explain the reason(s) for their award.

(E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

(G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

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

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