

Account Number									

BROKERAGE ACCOUNT CUSTOMER AGREEMENT



1. ABOUT THIS AGREEMENT

This is the Agreement for your brokerage Account. It describes the features and policies associated with the Account, including descriptions of possible investment objectives and the trading strategies employed to meet them. It also summarizes our responsibilities, and those of our Affiliates, as well as your responsibilities as an Account holder. Finally, it contains a pre-dispute arbitration clause, by which each of us agrees to give up the right to pursue claims related to this Agreement in court and instead to resolve any disputes through arbitration.

Please review this Agreement carefully and keep it for your records. Do not return it with your Application.

If you have any questions or concerns regarding your Account or need to inform us of any changes to your Account profile, you can reach us at:

PNC Wealth Management
300 Fifth Avenue
Pittsburgh, Pennsylvania 15222
PT-PTWR-26-1
Phone: 800.622.7086
E-mail: service1@pnc.com

Definitions

Throughout this document, “we,” “us,” “our” and “the firm” refer to PNC Wealth Management LLC (“PNCWM”) (formerly known as PNC Investments, LLC or PNCI), together with our Agents and Affiliates with respect to any services they provide to your Account. Any references to PNC Investments or PNCI herein and elsewhere, including in separate documents or disclosures provided to you by us, our parent company PNC bank, National Association, our affiliates, or by third parties with which we work, such as annuity and insurance carriers, shall be deemed to mean PNC Wealth Management or PNCWM. National Financial Services LLC (“NFS”), a registered broker-dealer and New York Stock Exchange (“NYSE”) member, is the Agent we have engaged to provide custody and clearing services for your Account. NFS has no fiduciary responsibilities to you or this Account, and does not offer any investment advice or opinions on the suitability of any investment in connection with this Account.

“Affiliate” means any entity that is controlled by, controls or is under common control with PNC Wealth Management, including but not limited to our parent, The PNC Financial Services Group, Inc., or as used with NFS, including but not limited to their parent, FMR, LLC. Each Affiliate is a separate legal entity and is generally not responsible for the obligations of any other Affiliate.

The terms “Account owner,” “you” and “your” refer to the owner(s) indicated on the Account Application. For joint Accounts, these terms refer to all owners, collectively and individually. For Accounts owned by entities, such as trust

or business Accounts, these terms refer both to the entity and to all Account holders. “Business Day” means Monday through Friday, excluding NYSE holidays.

2. ACCOUNT FEATURES

By accepting your Account Application, we agree to serve as your broker and maintain an Account for you. We agree to buy, sell or otherwise dispose of securities for you according to your instructions, subject to an authorized order. We and NFS also agree to provide the services and features described below. Note, however, that neither we nor NFS offers any tax, legal or accounting advice in connection with this Account.

Cash Account

Unless you complete the “Supplemental Application for NFS Margin Account Privileges,” and agree to the “Disclosure on Credit Terms on Transactions,” and NFS accepts your Account for margin trading, your Account will be opened as a cash Account.

Margin Account

A margin Account lets you borrow money from NFS, using the eligible securities in your Account as collateral. A margin Account is designed primarily to finance additional purchases of securities, and as noted above, requires a separate application. Margin may also be used to provide overdraft protection for your cash management activities, but there are certain risks involved in doing so.

Margin privileges on a Non-Prototype Plan Account or IRA may be limited to purchasing or selling securities. Securities purchased on margin may be considered “debt-financed property” and subject to unrelated business taxable income (UBTI). Any filing or taxes due, including UBTI, are the responsibility of the plan’s trustee or IRA custodian.

Non-Purpose Loans are not permitted on Non-Prototype Plan or IRA accounts.

Consult one of our representatives for information on how to establish margin and the benefits and risks it offers.

Core Account

Your Account includes a “Core Account” that is used to settle transactions and hold credit balances. Amounts credited to your Account will be invested in the “Core Account Investment Vehicle” you indicate on your application. If you do not select a Core Account Investment Vehicle, we or NFS may invest your credit balance in a money market fund, Bank Deposit Sweep Program or taxable interest-bearing credit account of our choice. Different Core Account Investment Vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. We or NFS may not consider these differences if we must select a default Core Account Investment Vehicle for you. The available Core Account Investment Vehicle types are subject to change. Money market mutual funds may not

be an available option, and Bank Deposit Sweep may be the only available core account investment vehicle.

If the Core Account Investment Vehicle you designate on your Application becomes unavailable at any time for any reason, you authorize us to select an alternate Investment Vehicle at our discretion. If this occurs, any or all of the credit balance in your Account may be placed into the alternate Investment Vehicle at any time. We will provide you with thirty (30) days prior written notice before investing your assets in an alternative Investment Vehicle.

Bank Deposit Sweep Program

If you designate a Bank Deposit Sweep Program as your Core Account Investment Vehicle, cash balances in your Account will be automatically swept into one or more interest-bearing deposit accounts at our Affiliate, PNC Bank, N.A. (the "Bank"). As more fully described in the Bank Deposit Sweep Program disclosure document (the "Disclosure Document"), cash balances held at the Bank will be eligible for Federal Deposit Insurance Corporation ("FDIC") insurance up to the FDIC insurance limit and in accordance with applicable FDIC rules. All balances at the same Bank (including those made to other deposit accounts as well as cash balances in the Bank Deposit Sweep Program) held by an individual in the same right and legal capacity are aggregated and insured up to the FDIC limit. Joint accounts owned by two individuals are insured up to the FDIC limit for each co-owner (again, in the aggregate). Special rules apply to insurance of trust deposits.

Neither we nor NFS will monitor the total balance of your Bank Deposit Sweep Program and other accounts at the Bank to determine whether it exceeds the limit of applicable FDIC insurance. You are responsible for monitoring the total amount of your assets on deposit with the Bank (including all accounts at the Bank held in the same right and legal capacity) to determine the extent of FDIC insurance coverage available to you. If you are a trustee or other fiduciary, you are responsible for determining the application of FDIC insurance rules for the Account and its beneficiaries. Please refer to the Disclosure Document for more information on FDIC insurance coverage. You may also contact your Registered Representative with any questions you may have about the Bank Deposit Sweep Program.

PNCWM will receive a fee from the Bank based on the assets in the Bank Deposit Sweep Program. These fees are in addition to, and will not reduce, your Account's fees, except as required by applicable law. The Bank expects to earn income through the lending activity on Account assets held in the BDSP. This is a conflict of interest for us because that income is expected to exceed the income we would receive if the assets were held in a money market fund.

Note: NFS may modify the sources and order in which your debits are settled. Your Broker-Dealer may be authorized to exclude sources for settling debits in your account including limiting certain auto-liquidation options. Please contact your Broker-Dealer for more information.

Income Account

Your Account also includes an "Income Account," which receives all non-reinvested income produced by securities held in your Account (such as interest, dividends and

mutual fund distributions). Amounts paid into your Income Account will accrue until paid out according to your instructions.

Account Protection

The securities in your Account are protected in accordance with the Securities Investor Protection Corporation (SIPC) for up to \$500,000 (including up to \$250,000 for uninvested cash). NFS may also have arranged for additional coverage above these limits. Neither SIPC nor the additional NFS coverage protects against a decline in the value of your securities, and neither coverage extends to certain ineligible securities. For more details on SIPC, or to request a SIPC brochure, visit www.sipc.org or call SIPC at (202) 371-8300.

Authorization

By signing the Brokerage Account Application, you represent that you have read and understand this Brokerage Account Customer Agreement, and that you consent and authorize us and/or our Agent to change your Core Account Investment Vehicle at our discretion, upon thirty (30) days written notice and for any reason to another money market mutual fund, a free credit balance position, an FDIC-insured bank account or another cash investment vehicle, if necessary. You agree to hold us, NFS and/or our Agents harmless for any actions taken in connection with or resulting from changing your Core Account Investment Vehicle, including but not limited to, any action that may result in a change in the rate of return offered by the alternate Investment Vehicle that we and/or our Agent select for you.

Money Market Fund Same-Day Trading and Settlement Program

You agree that your use of the Money Market Fund Same-Day Trading and Settlement Program (SDS) is governed by the terms and conditions in this section. You understand and acknowledge that: (1) SDS purchase trades (buy orders) are funded by cash wired into your account on the day you place an SDS purchase trade (buy), (2) you cannot use the available balance in your core account to fund an SDS purchase trade, (3) cash wired into your account and not used that day will settle overnight into your core account and becomes ineligible to fund SDS purchase trades, (4) NFS may cancel any purchase trade if you have not wired cash into your account by the last transmission intervals available for the SDS fund you want to buy, (5) transmission intervals are determined by NFS and the applicable fund company at their discretion, (6) sale/redemption (sell order) proceeds will not be released to you until the wire is received by NFS, (7) all orders must be placed during trading hours; overnight orders will not be accepted, (8) once an order has been transmitted to the fund company by NFS, it cannot be canceled, and (9) retirement accounts are not eligible for this program.

Statements and Confirmations

NFS will send an Account statement to your address of record every calendar quarter, at a minimum, or monthly if there is trading or cash management activity in the Account.

Your Account statements will show all activity in your Account for the stated period, including securities transactions, cash and margin balances, credits and debits

to your Core Account, and all fees paid directly from your Account.

NFS will also send you a confirmation for every securities transaction in your Account, except automatic investments, automatic withdrawals, dividend reinvestments, and transfers to other accounts and transactions that involve only your Core Account. These activities will be reported on your regular Account statement.

If we offer the service, you may choose to receive electronic notification that statements and trade confirmations are available for online viewing instead of receiving these documents through the mail. There is no fee for this option, and you may switch to or from it at any time. For more information, please speak with your Registered Representative.

Transferring Money Electronically

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

Dividend Reinvestment

In addition to reinvestment of mutual fund dividends, you have the option to reinvest dividends from eligible equities and closed-end funds for most Accounts, including retirement Accounts and those with margin. You can choose to have the reinvestment service apply to some or all eligible securities in your Account. When a security is enrolled for reinvestment, however, all of that security's eligible distributions must be reinvested through this service. With certain securities (such as mutual funds), the reinvestment options available in the Account may be different from those you would have if you were to invest directly with the issuer.

3. ACCOUNT REGISTRATION

Joint Account Registration

When an Account is registered as a Joint Account, any obligations or liabilities of one Account owner are the responsibility of each Account owner, both individually and jointly. We or NFS may enforce this Agreement against all Account owners or against any owner individually. Each owner of a Joint Account may act as if he or she were the sole owner of the Account, with no further notice or approval necessary from any other joint owner. For example, a joint owner can, in his or her own name, write checks, buy and sell securities, withdraw or transfer assets, borrow against the Account (through short sales or margin), arrange for Account statements to be sent only to him or her, or change the Account's features and services. No Account owner, however, may remove another Account owner's name from the Account.

In addition, the principle of "notice to one is notice to all" applies to Joint Accounts. We or NFS are legally considered to have fulfilled an obligation to you and the Account if we fulfill it with respect to just one Account owner. For example, we may send statements or other required communications to just one Account owner. Note that neither we nor NFS has any obligation to question the

purpose or propriety of any instruction we receive from a Joint Account owner that appears to be authentic. Nor do we have the obligation to let other owners know about any changes an owner has made to the Account, unless we have received written notice to the contrary, in good order, from another Account owner. We and NFS reserve the right to require, at any time, the written consent of all Account owners before acting on an instruction from any Account owner, but we or NFS will use this right only at our own discretion and for our own protection.

Laws covering joint or community property vary by state. You are responsible for verifying that the joint registration you choose is valid in your state. You may want to consult your lawyer about this. Generally, for joint tenants with rights of survivorship and tenants by the entirety, the entire interest in the Account goes to the surviving Account owner(s) under the same terms and conditions if one of the Account owners dies. For tenants in common, each Account owner has an equal interest (unless a different percentage is specified) in the Account. Tenants in common are responsible for maintaining records of the percentages of ownership. If one of the Account owners dies, that owner's interest goes to his or her legal representative, and not to the other tenant in common.

You must give us immediate notice in writing of the death of any Account owner. The estate of the deceased shall be liable, and the survivor or survivors shall continue to be liable, jointly and severally, for any existing debit balance or loss in the Account, for any debit or loss which may occur later as a result of transactions initiated prior to our receipt of the written death notice, and for any charges incurred in the liquidation of the Account.

Transfer on Death Account Registration

The transfer on death ("TOD") registration is used to designate a beneficiary or beneficiaries to receive all monies, securities or other assets held in your Account at the time of your death, or for Joint Accounts, upon the death of the last surviving Account holder. Beneficiaries for assets held away from the brokerage account, such as annuity and insurance products, will be as designated on the carrier paperwork and may be different from those listed on the brokerage account.

Neither we nor NFS will advise you on whether TOD registration is appropriate for your tax or estate-planning purposes. Registering a securities Account in TOD form is legal only in certain states, so it is important to consult your own legal or tax advisor before establishing or revoking a TOD registration.

You can change your beneficiary designation at any time by filling out a new Beneficiary Designation Form. After we or NFS accept the form in good order, we will rely on the latest Beneficiary Designation Form in our possession. You cannot change your beneficiary by will, codicil or trust or other testamentary document. If we consider it necessary, we may request additional documents from any beneficiaries before we transfer assets to them from your Account. Although NFS may hold securities in a nominee name for a TOD Account, NFS has no responsibility to determine the

registration or ownership of the Account as a whole, either before or after your death.

Note that the rules for a Per Stirpes designation may vary from state to state. By checking the Per Stirpes box associated with a given beneficiary, you are agreeing that, if that beneficiary predeceases you, his or her share of the Account will pass to his or her descendants as determined by state law. It is your responsibility to consult with an estate-planning attorney to determine whether this designation is available and/or appropriate.

If more than one person is named as beneficiary, and no share percentages are indicated, payment will be made, in equal shares, to your primary beneficiary or other beneficiaries who survive you. If a percentage is indicated for a primary beneficiary who does not survive you, and if you have not checked the Per Stirpes box, the percentage of that beneficiary's designated share will be divided equally among the surviving primary beneficiaries. If there is no primary beneficiary living at the time of your death, you hereby specify that the balance is to be distributed to the contingent beneficiary or beneficiaries listed.

Custodial Account Registration

For Accounts opened under the Uniform Gifts/Transfers to Minors Acts, as Account owner, you are the custodian. When you open this type of Account, you agree that all assets belong to the minor beneficiary and that you will use them only for the minor's benefit, even after the assets have been removed from the Account.

Plan Registration

Trustee is responsible with regard to the administration of the retirement plan including its obligations to follow the governing plan document.

NFS is not responsible for any tax filing on behalf of your plan or IRA. The plan trustee or IRA Custodian will be responsible for additional reporting, tax filing, and disclosures required on this account.

NFS does not perform any disclosures and/or filings on behalf of the plan.

For plan accounts, note that NFS in its capacity as a clearing firm may not be providing all the necessary information required for your plan's trustee to complete these additional filings and disclosures.

4. INVESTMENT OBJECTIVES

Six common investment objectives and strategies are outlined in the table below. As Account owner, it is up to you to select the Account's investment objective. Neither we nor NFS can assure you that any given investment or strategy will achieve your objective.

Strategy	Objectives	Typical Investments
Capital Preservation	<ul style="list-style-type: none"> • seek to maintain principal • interested in investments with very low historical risk of loss of principal 	<ul style="list-style-type: none"> • money market funds • high-quality short-term fixed income investments
Income	<ul style="list-style-type: none"> • seek to generate income from investments • interested in investments with low historical risk of loss of principal 	<ul style="list-style-type: none"> • high-quality short- and medium-term fixed income investments • short-term bond funds • covered call options
Growth & Income	<ul style="list-style-type: none"> • seek the potential for capital appreciation and also seek to generate some income from investments • willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value 	<ul style="list-style-type: none"> • common stocks • lower quality short and medium-term fixed income products and bond funds • equity mutual funds and index funds
Capital Appreciation	<ul style="list-style-type: none"> • seek to grow principal value over time • willing to invest in securities with moderate to above-average historical risk of loss of principal 	<ul style="list-style-type: none"> • common stocks • lower-quality medium-term fixed income investments • equity mutual funds or index funds
Speculation	<ul style="list-style-type: none"> • seek a significant increase in principal • willing to accept a correspondingly greater degree of risk by investing in securities with high historical risk of loss of principal 	<ul style="list-style-type: none"> • lower-quality long-term fixed income investments • initial public offerings (IPOs) • volatile or low-priced common stocks • equity or index options strategies such as puts or calls, spreads, straddles and combinations • short-term or day-trading strategies
Trading Profits	<ul style="list-style-type: none"> • seek to take advantage of short-term trading opportunities (a high-risk strategy) 	<ul style="list-style-type: none"> • short-term purchases and sales of volatile or low-priced common stocks • equity or index options strategies, such as puts or calls, spreads, straddles and combinations

Note: The typical investments listed are only examples of the types of investments historically associated with each objective. The options strategies listed under Trading Profits and Speculation require margin, which requires a separate application (see above). These strategies and margin are not available for retirement Accounts.

5. INVESTMENT RISK TOLERANCE

Investing involves risk. Different investment products and strategies involve different degrees of risk. The higher the expected returns of a product or strategy, the greater the risk that you could lose most of your investment. Investments should be chosen based on your objectives, timeframe, and tolerance for market fluctuations. Below is the description of the Risk Tolerance levels.

Conservative: Want to preserve initial principal with minimal risk, even if that means this account does not generate significant income or returns and may not keep pace with inflation.

Moderately Conservative: Willing to accept low risk to initial principal, including low volatility, to seek a modest level of portfolio returns.

Moderate: Willing to accept some risk to initial principal and tolerate some volatility to seek higher returns, and understand this account could lose portion of the money invested.

Moderately Aggressive: Willing to accept high risk to initial principal, including high volatility, to seek high returns over time, and understand this account could lose a substantial amount of the money invested.

Aggressive: Willing to accept maximum risk to initial principal, to seek maximum returns, and understand this account could lose most, or all, of the money invested.

6. TRANSACTIONS

Credits to Your Account

During normal business hours (“Intra-day”), activity in your account, such as deposits and the receipt of settlement proceeds, are credited to your account and may be held as a free credit balance (the “Intra-day Free Credit Balance”). Activity in your account, such as deposits and the receipt of settlement proceeds, may also occur after the cut-offs described above, or on days the market is not open and the Fedwire Funds Service is not operating (collectively “After-hours”). Those amounts are credited to your account and may be held as a free credit balance (the “After-hours Free Credit Balance”). Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to you on demand by NFS. Subject to applicable law, NFS may use these free credit balances in connection with its business. NFS may, but is not required to, pay you interest on free credit balances held in your account overnight— provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by NFS, which may change from time to time at NFS’s sole discretion.

Interest paid on free credit balances will be labeled “Credit Interest” in the Investment Activity section of your account statement. Interest is calculated on a periodic basis and credited to your account on the next business day after the end of the period. This period typically runs from approximately the 20th day of one month to the 20th day of the next month, provided, however, that the beginning

and ending periods each year run, respectively, from the 1st of the year to approximately the 20th of January, and approximately the 20th of December to the end of the year. Interest is calculated by multiplying your average overnight free credit balance during the period by the applicable interest rate, provided, however, that if more than one interest rate is applicable during the period, this calculation will be modified to account for the number of days each period during which each interest rate is applicable.

Each check or Automated Clearing House deposit (ACH) deposited is promptly credited to your account. However, the money may not be available to use until up to four (4) business days later, and NFS may decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from your account, and you are responsible for returning any interest you received on it. Note that NFS only can accept checks denominated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank).

In addition, if NFS has reason to believe that assets were incorrectly credited to your account, NFS may restrict such assets and/or return such assets to the account from which they were transferred.

If you utilize a core position investment vehicle (such as the Bank Deposit Sweep Program or a money market mutual fund), the Intra-day and After-hours Free Credit Balances, if any, are automatically swept into your core account and invested in your core position in accordance with PNCWM’s and/or NFS’s procedures, which may change from time to time.

Debits to Your Account

Deferred debit card charges are debited monthly. All other debit items (including checks, debit card transactions, bill payments, 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 (including margin calls) will be given priority over other debits, such as checks or debit card transactions.

As an account owner, you are responsible for satisfying all debits in your account, including any debit balance outstanding after all assets have been removed from an account, any margin interest (at prevailing margin rates) that has accrued on that debit and any costs (such as legal fees) that NFS incurs collecting the debit. You are responsible for ensuring that checks issued to you representing distributions from your account are promptly presented for payment. If a check issued to you from your account remains uncashed and outstanding for at least six months, you authorize and instruct NFS, in its sole discretion, to cancel the check and return the underlying proceeds to you by depositing the proceeds into your account.

To help ensure the proper discharge of debits, it is NFS’s policy to do the following when settling debits against your account. During normal business hours, activity in your account, such as wire disbursements and bill payments, are debited from your account. If you utilize a core position

investment vehicle (such as the Bank Deposit Sweep Program or a money market mutual fund) and there are debits in your account generated by account activity occurring prior to the market close each business day (or 4:00 p.m. ET on business days when the market is closed and the Fedwire Funds Service is operating), these debits will be settled using the proceeds from the sale of your core position, in addition to any Intra-day and After-hours Free Credit Balances and, if you have a margin account, any margin surplus available (which will increase your margin balance) in accordance with PNCWM's and/or NFS's procedures, which may change from time to time.

Resolving Unpaid Debts or Other Obligations

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

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

If you have a margin Account, we or NFS may transfer any unresolved debit from other accounts of yours to that Account. Note that at any time, we or NFS may reduce your Available Balance based on obligations that have been incurred but not yet debited.

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

We or NFS may also use property you hold or carry in any Account with us to satisfy a margin deficiency or other obligation, whether or not we or NFS have made advances against this property. This provision extends to any credit balances, assets and contracts, as well as shares of any mutual funds or other investment companies for which we, NFS, or any of our Affiliates provide management or administrative services. Although we or NFS may use other methods when we determine they may be more appropriate, we or NFS reserve the right to use the provisions described in this section at any time, except in cases involving retirement Accounts when these provisions would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities from the issuer, transfer agent and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS uses an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities

within customer Accounts that will be called or redeemed. NFS's allocations are not made on a prorated basis, and it is possible for you to receive a full, partial or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities, provided your Account is not subject to restriction under Regulation T or such withdrawal will not cause an under-margined condition.

Use of Funds Held Overnight

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

(1) Receipts. Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, EFT or other means) will generally be invested in the account's core account investment vehicle by close of business on the business day following NFS's receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the core account purchase settles on the next business day.

Note that amounts disbursed from an account (other than as referenced in Section (2) below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the account's core account. These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.

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

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

Transaction Settlement Deadlines

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

Bank Wire and EFT Transactions

Bank wire transfers to your bank are normally processed the same day, depending on the time received. A wire may be for between \$10,000 and \$999,999,999.99.

EFTs are normally completed within three business days of your request. Money deposited via EFT is normally not available for withdrawal for four to six business days. An EFT transfer may be for between \$10 and \$999,999,999.99. The two accounts involved in an EFT transaction must have at least one owner's name in common (and that name must match exactly).

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

Dividend Reinvestment

If you designate a security for dividend reinvestment, all dividends paid by that security will automatically be reinvested in additional shares of the same security. "Dividends" here refers to cash dividends and capital gain distributions, but not cash-in-lieu payments, late ex-dividend payments and special dividend payments. In designating any security for reinvestment, you authorize NFS to purchase shares of that security for your Account.

Dividends are reinvested on eligible shares only. To be eligible, a security must be:

- A closed-end fund, domestic common stock or ADR
- Margin-eligible (as defined by NFS)
- Held in street name by NFS (or at a securities depository on its behalf)
- Not held as a short position

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

If you designate all of the securities in your Account for dividend reinvestment, any ineligible securities you own will automatically be so designated if and when they become eligible. If you designate securities individually, and want to designate a new security you are buying, you can do so when you place your purchase order. If you are buying through a limit order, however, you will have to reconfirm the designation at the end of every business week that your order remains unfilled.

If an issuer delays a dividend, the reinvestment will occur on the day the dividend is actually paid. Dividend reinvestments will be reported on your regular Account statement, but you may obtain confirmation information the day after the reinvestment date by contacting us. If you transfer or reregister your Account with us (for example,

by changing from individual to joint registration), you need to redesignate any securities whose dividends you want reinvested.

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

Optional Dividends

At times certain issuers that pay dividends may offer shareholders an opportunity to elect to receive stock or cash, or a combination of both. This is known as an "Optional Dividend." The issuer will assign a default if no instruction is received. For example, the default option could be cash, stock, or a combination of both. You have the opportunity up until the applicable deadline to make an election to receive the payment of their choice. Please be advised, if you do not make an election prior to the deadline, your account will be assigned a default election based on the dividend reinvestment program instructions you established with respect to your account. This default election will be utilized in lieu of the issuer's default option being applied to your account.

Depository Trust Company's (DTC) Dividend Reinvestment Program

At our option, we may buy reinvestment shares through a program offered by the Depository Trust Company (DTC) that offers a share price discount of up to 5%. To find out which securities are currently available through the DTC, contact us. Note that the availability through this program of any given security may change without notice. Also note that DTC program transactions may take longer to process. Although the transactions are effective as of the dividend payable date, they are generally not posted to your Account until 10 to 15 days later. If you sell your dividend-generating shares before the posting date, the dividend will not be reinvested.

To remove securities from dividend reinvestment, notify us in writing or during business hours. We must receive your notification by 9:00 p.m. Eastern Time one business day before the record date, or, if the record date is not a business day, then two business days before the record date. Note that dividend reinvestment does not assure a profit on your investments and does not protect against loss in declining markets.

Precious Metals

Precious metals are not covered by SIPC account protection, but are insured by the depository at market value if stored through NFS. Note that precious metals are risky investments, and can experience sudden and rapid price changes. Their price cannot be guaranteed. If you take delivery of precious metals, delivery charges and sales and use taxes will apply. Precious metals are not marginable.

7. MONITORING YOUR ACCOUNT

You are responsible for monitoring your Account. This includes making sure that all transactions are accurate and that you are receiving confirmations, Account statements

and any other expected communications. It also includes reviewing these documents to see that information about your Account is accurate and expected. You understand that NFS does not monitor your Account for you and has no duty to advise you or us of any issue regarding your Account.

As long as we or NFS send you communications at the physical or electronic address of record given on your Application, or to any other address given to us by an owner, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, information sent to you is legally presumed to be accurate unless you specifically tell us otherwise within five days of when a confirmation was mailed; and within ten days of when an Account statement was mailed.

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

If, through any error, you have received property that is not rightfully yours, you agree to notify us and to immediately return the property and any earnings it may have yielded.

If we identify an error in connection with property you have received from or through us or an affiliate and determine it is not rightfully yours, you agree that we may take action to correct the error, which may include returning such property to the rightful owner.

8. LIMITS OF RESPONSIBILITY

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

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

- Any action that is done in accordance with the procedures described in this Agreement or an applicable mutual fund or securities prospectus or Bank Deposit Sweep Program disclosure document or other investment description
- The acceptance and processing of any order placed on your Account, whether received electronically or through other means, as long as the order reasonably appears to be authentic
- Investment decisions or instructions placed in your Account, or other such actions attributable to you or any authorized person
- Occurrences related to governments or markets, such as restrictions, suspensions of trading, bank closures or bank regulatory, legal or other limitations or restrictions or high market volatility or trading volumes

- Uncontrollable circumstances in the world at large, such as wars, earthquakes, power outages, or unusual weather conditions
- Occurrences related to computers and communications, such as a network or systems failure, a message interception or an instance of unauthorized access or breach of security
- The storage and use of information about you and your Account(s) by our systems and transmission of this information between you and us; these activities occur entirely at your risk
- Telephone requests for money transfers, so long as we transmit the proceeds to you or the bank account number identified
- Any checks or other debits to your Account that are not honored because the Account has insufficient funds

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

9. INDEMNIFICATION

You agree to indemnify us from, and hold us harmless for, any losses (as defined above in "Limits of Responsibility") resulting from your actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties. Beyond taking reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom or propriety of any instruction we receive.

10. FIDUCIARY OBLIGATIONS

If you are signing this Agreement for a fiduciary Account, you hereby represent, warrant and certify to PNCWM that the instrument or capacity described in a separate certification and/or in this document is in full force and effect; that you are all of the current duly appointed and qualified fiduciaries; that you have power and capacity to execute and perform this Agreement according to its terms; that all transaction instructions for execution in the Account with PNCWM will be within the limitations respecting investments provided in applicable law and/or the instrument governing your fiduciary capacity; and that PNCWM has the power to accept orders and other instructions relative to the Accounts from you. You agree to execute any documents on behalf of the Account that PNCWM may require. Unless it is specified separately in writing to PNCWM, any of you may individually provide instructions on behalf of the Account. PNCWM shall be entitled to rely on the representations and warranties contained herein until we receive written notice to the contrary signed by you. You hereby jointly and severally agree to indemnify and hold PNCWM harmless from any and all claims or losses arising out of our reliance on your representations and warranties. If only one person executes this Agreement for a fiduciary Account, it shall be deemed a representation that the signer is the sole fiduciary.

Finally, you agree to inform us, in writing, of any amendment to the governing instrument, any change in

the composition of the fiduciaries, or any event that could alter the certifications made above or in any separate certification. Such notice shall be effective only when we receive it. PNCWM is authorized in such event to take such proceedings, require such documents, and retain such portion of or restrict transactions in the Account as it may deem advisable.

11. ACCOUNT PURPOSE AND ACTIVITY

You agree to maintain funds in your Account for the purpose of investing in securities. For our protection against credit risks and other conditions, we may, without prior notice, decline your orders or instructions, or we may place trading, disbursement and other restrictions on your Account. If we determine that your use of the Account is inconsistent with investment purposes, or if there is no trading activity within a one-year period, we may cease to provide brokerage services or take any other action that we deem appropriate, including, but not limited to, closing the Account and/or imposing a non-activity fee.

12. NO MUNICIPAL ADVISORY SERVICES

PNCWM does not provide municipal advisory services to its customers and we will not act as a municipal advisor for you or your account. Accordingly, you agree that IF

You are a Municipal Entity OR

You are or in the future become an Obligated Person

You will not deposit any funds into your account that constitute Proceeds of Municipal Securities.

For purposes of this Section:

- A Municipal Entity is a State or a political subdivision of a State; a municipal corporate instrumentality; any agency, authority, or instrumentality of the above; any plan, program or pool of assets sponsored or established by any of the above; or any other issuer of municipal securities;
- An Obligated Person is any person who is either generally or through an enterprise, fund, or account of such person, committed by contract or other arrangement to support the payment of all or part of the obligations on the municipal securities to be sold in an offering of municipal securities, such as a private obligor to a primary issuance of municipal securities; and
- Proceeds of Municipal Securities are (a) monies a Municipal Entity receives from the sale of municipal securities, or the investment income of such monies, or (b) monies held by a Municipal Entity or Obligated Person under legal documents that are reasonably expected to be used as security or source of payment for the debt service on municipal securities (including reserves, sinking funds, and pledged funds created for such purpose), and the investment income of such funds. When such monies are spent to carry out the authorized purposes of municipal securities, they cease to be Proceeds of Municipal Securities.

13. YOUR RESPONSIBILITY FOR UNDERSTANDING PRODUCTS AND SERVICES

Certain securities may impart valuable rights that expire unless you take some action. You are responsible for

knowing the rights and terms of your securities, and for taking action to realize the value of your securities. However, if any security is about to expire worthless; be redeemed, exchanged, converted, tendered or exercised; or remain at a value significantly less than the value you would have received if you had given us specific instructions; and we have not received instructions from you, we may, but are not obligated to, sell, redeem, exchange, tender, convert or exercise the security for your Account. You will be charged a brokerage commission and/or fee for any such transaction.

Although we may take the actions described above, we are not obligated to do so or to notify you of impending expiration or redemption dates. You agree not to hold PNCWM or NFS liable for any decrease in the value of your securities or other losses resulting from your failure to give us instructions on how to respond to a tender offer, exchange offer or other offer or transaction.

14. YOUR RESPONSIBILITY CONCERNING THE SALE OF RESTRICTED SECURITIES

Before instructing us to sell “restricted” or “affiliated” securities, you agree to tell us the status of such securities and furnish promptly whatever information and documents (including opinions of legal counsel, if requested) we need to comply with applicable laws and regulations. The terms “restricted” and “affiliated” are used here as defined in Rule 144, 701 or 145(d) under the Securities Act of 1933, or they are securities for which you and the issuer or its underwriter have entered into an agreement restricting transferability.

Your obligation to tell us the status of such securities includes your duty to inform us of any restriction, including restrictions imposed by the issuer, the issuer’s counsel or any third party, on your ability to sell such securities. You agree that you are responsible for all costs, including the cost to repurchase stock, if you sell stock that is later found to be nontransferable. You acknowledge that the proceeds from the sale of control or restricted securities may not be made available to you for withdrawal or trading purposes until we receive verification that your shares have been cleared for transfer. You further agree not to hold us liable for delays in the sale or settlement of such securities or the release of proceeds from such sale resulting from the failure of the issuer’s counsel to issue in a timely manner or to approve any necessary legal opinion or any other action or failure to act by a party other than us.

You agree not to tender any such securities as collateral for an obligation you owe to us, unless you first obtain our written approval.

15. INVESTMENT ADVICE

You agree not to hold us liable for any trading losses, lost profits or other damages resulting from your use of any information we may provide, whether prepared by us or a third party. In addition, you agree and acknowledge that:

- Unless we agree separately with you in writing, we will only act as your broker-dealer and not as an investment advisor; any investment advice you receive from us will be provided solely incidental to our brokerage services; and you

Account will be a brokerage Account and not an investment advisory Account governed by the Investment Advisers Act of 1940.

- You and your investment manager, if you have one, are responsible for determining the nature, potential value and suitability for you of any particular investment strategy, transaction (including futures transactions) or security (including equities and options). We have no responsibility for any such determination unless we or our representative give you advice that is clearly identified as a PNCWM recommendation for you to enter into a particular transaction or to buy or sell a particular security or securities.
- Unless we agree separately with you in writing, we do not have any discretionary authority or obligation to review or make recommendations for the investment of securities or cash in your Account.
- PNCWM does not give accounting, legal or tax advice.
- While we may make our own research or analysis available to you, this does not constitute an individualized recommendation that a security or transaction is appropriate for your Account. If we make research, analysis, news and other information prepared by third parties available to you, none of such third-party information constitutes an individualized recommendation by us or a solicitation of any offer to buy or sell securities. Moreover, because we do not prepare such third-party information, we can give no assurances as to its accuracy, quality or timeliness and do not warrant any particular results from the use of any such information.
- Research, analysis, news or other information made available through electronic channels (e.g., the PNCWM website) does not constitute an individualized recommendation to you to buy or sell a particular security.
- PNCWM does not give accounting, tax or estate-planning advice, but PNCWM may provide you with general tax and estate-planning information and principles. You agree that these principles do not apply to your specific circumstances or take into account your comprehensive tax or estate-planning situation. For that type of assistance, you agree to consult with your own tax or legal advisor.

16. ONLINE ACCOUNT ACCESS AND TRADING

PNCWM's Online Trading Service (the "Service") allows you to access your PNCWM account(s) and enter orders to buy or sell certain securities online.

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

Entry and Execution of Orders

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

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

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

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

Types of Orders Available for Online Trading

A market order is an order to buy or sell a security during market hours at the best available current price. A price cannot be specified for this type of order. We are obligated to execute a market order fully and promptly, without regard to price and the price at which a market order executes may be significantly different than the quoted price at the time the order is placed. This order type guarantees execution, but does not guarantee execution price.

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

A stop order, also referred to as a "stop-loss order," is an order to buy or sell a stock once the price of the stock reaches or passes through a specified price, called the "stop price." When the stop price is reached, a stop order becomes a market order. A buy stop order is entered at a stop price above the current market price, and generally is used to limit a loss or to protect a profit on a stock that

an investor has sold short. A sell stop order is entered at a stop price below the current market price, and generally is used to limit a loss or to protect a profit on a stock that an investor owns. Stop orders in volatile markets will not guarantee an execution at or near the stop price.

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

Risks of Online Trading

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

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

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

Periods of high market volatility are referred to as "fast markets". A "fast market" is a trading session where the markets experience high levels of price and trading volatility. Extreme price fluctuations, backlogs, and order imbalances can result, causing wide price variances. The ability to execute orders in fast market conditions may be limited, and order execution may be delayed significantly.

Events that can trigger a fast market include:

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

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

Any trades resulting from duplicate orders entered are your responsibility.

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

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

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

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

No Recommendation of Day Trading

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

Recommendations

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

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

You understand and acknowledge that any recommendations made by PNCWM representatives are intended to be acted on immediately by placing an order with your PNCWM representative. If you wait to place an order after receiving such a recommendation, market conditions or other factors may change at any time after the recommendation is given, which may render the recommendation untimely, unwise or possibly no longer suitable. PNCWM assumes no liability or responsibility for recommendations unless you place the order for the recommended transaction with the PNCWM representative who makes the recommendation. You agree to place all transactions about which you have received a recommendation from a PNCWM representative

through that representative, who will enter the order as a solicited trade. Commissions or markups associated with solicited trades may be higher than those associated with unsolicited trades placed online, as described in the PNC Wealth Management Fee Schedule.

Information Use by Permission Only

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

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

Hardware and Software

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

Security

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

Confidentiality of Information

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

Limitations

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

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

Order and Trade Confirmations

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

No Warranties

There are no implied warranties regarding the following:

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

INFORMATION, SERVICES AND FUNCTIONS ARE PROVIDED ON AN "AS IS/AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS REQUIRED BY LAW. WE ARE NOT LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE OR FOR YOUR ERRORS. IN ALL INSTANCES, LIABILITY FOR ANY ACTION OR OMISSION BY US SHALL BE LIMITED TO THE BENEFIT THAT THE TRANSACTION WOULD HAVE RESULTED IN BETWEEN THE DATE OF THE TRADE AND THE TIME FOR SETTLEMENT UNDER ANY APPLICABLE LAW, RULE, OR REGULATION.

17. TERMS CONCERNING THIS AGREEMENT

Approval of Application, Credit Verification and Account Information

This Brokerage Account Agreement is effective only after we approve your Account. PNCWM may decline your Application or close an Account for any reason. You must have a valid United States legal and mailing address that can be verified.

All terms and conditions contained in this Agreement are subject to change without notice. You confirm your acceptance of any and all changes by not closing and/or by continuing to use your Account. In maintaining and/or executing instructions for any Account, we may require additional documentation, and we reserve the right to

restrict trading, disbursements, transfer, or to take no action in an Account. This shall also apply to any disputes or conflicting instructions between Account holders.

When you submit your Account Application, you authorize PNCWM to:

- Verify your creditworthiness and other information (and your spouse's, if you live in a community property state).
- Obtain verification by contacting your employer (and/or your spouse's employer, if applicable), obtain credit reports and make other inquiries; but we are not obligated to do so.
- Understand that unless you provide written notice to the contrary, NFS and we may supply your name and other information (including your Social Security/tax identification number) to issuers of securities held in your account so you can receive important information and participate in corporate actions regarding such securities.
- Important Information about Phone Calls: By providing telephone number(s) to us, now or at any later time, you authorize PNCWM and its affiliates and designees to contact you regarding your account(s) with PNCWM and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages. You consent that any phone call with us may be monitored or recorded by us.
- Share Account information with third parties for our everyday business purposes, including our affiliates, regulators and credit and collection agencies.

Applicability

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

Governing Laws and Policies

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

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

Modification and Enforcement

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

applicable laws and regulations. Although it is our policy to send notice to Account owners of any material changes, we are not obligated to do so in most cases. You can obtain the updated or amended Agreement on the PNC website or by contacting us. Outside of changes originating in these ways, no provision of this Agreement can be amended or waived except in writing by one of our authorized representatives.

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

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

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

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

18. TERMINATION

We or NFS can terminate your Account or this Agreement at any time, for any reason, upon written notice to you. You can close your Account, or terminate any optional feature, by notifying us in writing or calling your Registered Representative. When an Account is closed, all debit cards, check writing and other features associated with it are terminated.

Regardless of how or when your Account is closed, you will remain responsible for all unpaid obligations of your Account. This includes charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination, as well as any fees incurred but not yet charged to your Account. Payment for these obligations will be deducted from your final Account balance. If you initiate to transfer your account assets (in whole or partially) to another firm, you agree not to place any trade order as your order may not be accepted and any open orders may be cancelled.

In the event that we or NFS determine that the Bank Deposit Sweep Program is no longer an eligible Core Account Investment Vehicle, you authorize the withdrawal of your balance from the Bank Deposit Sweep Program and agree that such funds may be invested in a different Core Account Investment Vehicle at our sole discretion or that of

NFS. You understand and agree that the new Core Account Investment Vehicle (i) may not be a Bank Deposit Sweep Program, (ii) may not be eligible for FDIC insurance and (iii) may not provide the same interest rate and/or rate of return as your previous Core Account Investment Vehicle. In the event of such occurrence, you may contact us for information on any such Core Account Investment Vehicle.

19. COMMISSIONS AND FEES

You agree to pay our commissions and transaction, processing and other fees as they exist from time to time and apply to your Account and the services you receive. You agree also to pay fees charged by any exchange, regulatory agency or other entity involved in processing your transaction or security, sales and/or redemption fees charged by a mutual fund and state and local excise taxes. You can buy shares of mutual funds directly from the fund itself or its principal underwriter or distributor without paying our transaction fees. Commissions, fees and charges are subject to change without notice except when required by applicable laws or regulations.

20. NOTICES AND DISCLOSURES

Account Administration

FINRA Rule 4311 requires us to identify the various account administration functions that we and NFS each agree to perform. Below is a summary of this information; for a more complete description, contact us.

As your broker-dealer, PNCWM will:

- Open, approve and monitor your brokerage Account
- Transmit accurate, timely instructions to NFS regarding your brokerage Account
- Determine the suitability of any investment recommendations and advice
- Operate your brokerage Account in compliance with applicable laws and regulations
- If you have a margin Account, advise you of margin requirements and ensure that your Account remains in compliance with all applicable federal, industry and NFS margin requirements including but not limited to, any additional requirements or limitations as a result of establishing an account for an employer-sponsored non-prototype plan or IRA
- Maintain proper books and records of all services we perform for you

At our direction, NFS will:

- Execute, clear and settle transactions that we process through them
- Send you transaction confirmations and periodic brokerage Account statements
- Act as custodian for all funds and securities they receive on your behalf
- Carry out our instructions regarding the transactions, and the receipt and delivery of securities, on your brokerage Account
- Extend margin credit, if you have applied and been approved, for margin borrowing

- Maintain proper books and records of all services they perform in connection with your Account

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

Non-Transferable Securities

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

Note the following:

- There are no known markets for these securities.
- NFS is unable to deliver certificates to you representing these positions.
- The transactions will not appear on Form 1099 or any other tax reporting form.
- The removal of the position will not be reported as a taxable distribution and any reinstatement of the position will not be reported as a contribution.
- If transfer agent services become available sometime in the future, NFS will use its best efforts to have the position reinstated in your account.
- Positions removed from your account will appear on your next available account statement following such removal as an "Expired" transaction

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

Routing of Orders

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

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

Credit-Reporting Information

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

Money Market Fund Investments

You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor is not required to reimburse the fund for losses, and you should not expect that the sponsor will provide financial support to the fund at any time, including during periods of market stress.

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

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

Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares.

21. ARBITRATION

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

- A. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- C. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**

- D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**
- E. The panel of arbitrators will typically include a minority of arbitrators who are or were affiliated with the securities industry. In certain cases, all of the arbitrators may be unaffiliated 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 you, us 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 you, us 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 you may designate. If you 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 you 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 you do not notify us in writing of your designation within five (5) days after such failure or after you receive from us a written demand for arbitration, then you authorize us and/or NFS to make such designation on your 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. You 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.