

# MOIS CUSTOMER AGREEMENT FOR ADVISORY ACCOUNTS

This Customer Agreement (“Agreement”) is entered into between and agreed to by the customer as described below (“You”) and Mutual of Omaha Investor Services, Inc. (“MOIS”), located at 3300 Mutual of Omaha Plaza, Omaha, Nebraska 68175. By executing the MOIS Managed Account Services Application and Agreement or the Third-Party Money Manager Application and Agreement, you retain MOIS to provide the services described in this Agreement.

## GENERAL TERMS & CONDITIONS

The following terms under this General Terms and Conditions section apply to all parties signing the Customer Agreement for advisory accounts with MOIS regardless of where your Account is held or whether MOIS is acting for you as an introducing broker-dealer, solicitor, or investment adviser.

**You understand and agree to these General Terms and Conditions, which include among other things a binding pre-dispute arbitration agreement. You have the required legal capacity and are authorized to enter into this Agreement.**

1. **Definitions.** As used in this Agreement the terms:

- “Account” refers to your account as specified in the Customer Agreement for Advisory Accounts.
- “Account Application” refers to the accompanying Customer Agreement for Advisory Accounts.
- “Advisor” refers to the individual associated with MOIS who has been selected by you or otherwise assigned to you, to provide Services for your accounts. At its discretion, MOIS may re-assign another individual to serve your Account.
- “You”, “you” and “your” refers to the owners shown on the Account Application, including any person given a power of attorney or other authority over your accounts by you. For accounts owned by non-natural persons (i.e., trusts and business entities), these terms shall refer both to the non-natural person and all persons authorized to transact business on its behalf.
- “Model Provider” refers to a third-party investment adviser utilized in the Managed Account service which provides asset allocation models and trade signals.
- “Pershing” refers to Pershing, LLC, who serves as the qualified custodian for MOIS Managed Account Services accounts.
- “Platform Manager” refers to Envestnet Asset Management, Inc. (“Envestnet”), who serves as Platform Manager for MOIS Managed Accounts.
- “Product Sponsor” as used herein refers to the distributor or issuer of any financial services or products sold through MOIS and may include:
  - a mutual fund, exchange traded fund (“ETF”) or other Company registered under the Investment Company Act of 1940;
  - an insurance company that issues variable annuity and/or variable life products;
  - a state sponsored 529 Plan; or
  - a Securities and Exchange Commission (“SEC”) registered company whose securities are registered and available for purchase or sale in your accounts through your broker-dealer.

- “Platform Manager” refers to a third-party investment adviser that provides investment advisory, administrative and technology services for the Managed Account service sponsored by MOIS.
- “Qualified Custodian” refers to the bank, clearing firm or trust company holding your securities and/or funds.
- “Services” refer to the investment advisory service provided by Advisor through MOIS depending upon the other sections of this Agreement which have been selected. Services do not include activities specifically prohibited in the “Your Representations” Section of this Agreement.
- “Third-Party Money Manager” or “Third-Party Money Manager(s)” refers to the third-party investment advisers that MOIS and Advisor may refer You to under the Third-Party Money Manager service.
- “Us,” “we” and “our” refer to MOIS. MOIS also does business as Mutual of Omaha Financial Advisors or Mutual of Omaha Advisors.

2. **Your Representations.** You represent and agree that:

- You have read this Agreement and understand that MOIS, your Advisor and to the extent applicable, the Qualified Custodian(s), Product Sponsor(s), Third-Party Money Manager(s) and/or Platform Manager will rely upon the most current information provided by you in connection with providing Services for your Account. You recognize the value and usefulness of the services of MOIS will depend upon the accuracy and completeness of the information that you provide to MOIS, upon your active participation in the formulation of the objectives, and in the implementation of the advice to attain those objectives. You will provide MOIS all requested information and required documents that MOIS may reasonably request in order to permit a complete evaluation and preparation of the recommendations for you. You agree that you are obligated to notify MOIS of any changes to information previously supplied by you which is no longer accurate. MOIS will not be responsible for the verification of the information and documentation provided by you.

You understand that you may maintain (individually or jointly) multiple accounts with different Qualified Custodian(s), Product Sponsor(s), Third-Party Money Manager(s) and Platform Manager(s); that you may have different investment objectives, goals, strategies or risk tolerance for such accounts/investments; and that unless otherwise stated, the information contained in the accompanying Account Application only applies to the investments associated with this particular account and the applicable Qualified Custodian, Product Sponsor, Third-Party Money Manager or Platform Manager.

You are responsible for reading any and all information provided to you by MOIS, your Advisor and to the extent applicable the Qualified Custodian(s), Product Sponsors, Third-Party Money Manager and Platform Manager with regard to your investments (including but not limited to this Agreement, accompanying disclosure documents, prospectuses, confirmations, and statements) including information regarding risk, fees and expenses associated with such investment. You are responsible for reporting any discrepancies or unauthorized transactions to MOIS no later than ten (10) days from receipt of such information. You understand that your failure to do so will be deemed an acknowledgement that you have ratified and authorized any transaction or activity in your account.

- Except if you are an immediate family member of your Advisor, you will not lend or borrow money or securities to or from your Advisor or any other person associated with MOIS or otherwise enter into any other personal business relationship with your Advisor (including any type of investment or business activity involving your Advisor or anyone associated with your Advisor). You will immediately notify in writing the Compliance Department of MOIS in the event that you borrow or lend money or securities from your Advisor or any other person associated with MOIS.
- Except for financial planning services as described below, you will not write checks, prepare wire or ACH instructions, or authorize money orders or other methods of payment by making them payable to MOIS, your Advisor or any person or entity associated with MOIS or your Advisor. Except for financial planning services by MOIS through your Advisor, all checks or other forms of payment should be made payable to the Qualified Custodian, Third-Party Money Manager or a particular Product Sponsor. For financial planning services provided by MOIS through your Advisor, you may write a check made payable to MOIS; however, under no circumstances may you make a check payable to your Advisor or any entity owned or controlled by your Advisor.
- You will not allow your Advisor, or any person associated with MOIS, to serve as trustee, guardian, fiduciary, or co-owner of your account(s) unless that person is a member of your immediate family (i.e., spouse, parent, child or other person living in your household). To the extent that your Advisor is an immediate family member and serving as a trustee, you acknowledge that this role is in your Advisor's personal capacity and outside of the services of MOIS. MOIS reserves the right to further restrict or prohibit your Advisor from engaging in trust activities for immediate family members.
- You understand that investing in securities involves risk and that many variables exist that may have a substantial negative effect on the value of your investments. You agree that you will not rely upon any information, statement, forecast, guarantee, comparison, prediction or projection (whether made orally or in writing) that is not contained in, or is inconsistent with, any publically available information contained in a prospectus, disclosure document, confirmation, statement or other filing made by, or contained in information supplied by the Qualified Custodian, Third-Party Money Manager, Platform Manager or a Product Sponsor.
- MOIS and your Advisor can rely upon any written or oral instructions provided by you with regard to activities in your account(s) (i.e., unsolicited and solicited trade instructions, transfers, and check requests) and that you are responsible for paying any fee, charge or other expenses incurred by MOIS as a result of those instructions. You agree to indemnify MOIS from, and hold MOIS harmless for any losses resulting from your actions or failure to act, including losses resulting from actions taken by third parties acting on your behalf.
- If you have checked the box "no" under "Industry and Other Affiliations" in the accompanying Application, you represent and warrant that you are not (i) associated with any of the persons or entities identified in the box for "yes" under "Industry and Other Affiliation"; (ii) no person other than as disclosed in the Account Application has an interest in your account(s); and (iii) you will immediately notify MOIS in writing if there is any change in your response to these questions.
- You agree to review and monitor all activities in your accounts, including activities reflected on transaction confirmations and monthly/quarterly statements received from the Qualified

Custodian(s), Product Sponsor(s), Third Party Money Manager(s) and/or Platform Manager(s), and that all transactions will be deemed accurate and in accordance with your instructions unless you notify MOIS in writing within ten (10) days following receipt thereof. You acknowledge and agree that your failure to notify MOIS of any problems with your account(s) will be viewed by MOIS as authorization or ratification of such activities for which you are responsible. You may contact MOIS regarding any activities in your account(s) as well as to submit a question or complaint in writing at:

Mutual of Omaha Investor Services, Inc.  
3300 Mutual of Omaha Plaza  
Omaha NE 68175

Or call us at:  
800-228-2499

Or email us at:  
mois.repsupport@mutualofomaha.com

The Financial Industry Regulatory Authority (FINRA) requires that MOIS provide the following information concerning FINRA's public disclosure program. You may contact FINRA directly at FINRA BrokerCheck Hotline: 1-800-289-9999 or at their website address: [www.finra.org](http://www.finra.org).

- You agree and authorize MOIS to monitor and/or record any telephone conversations with you or any person acting on your behalf.
  - You agree to resolve any disputes concerning your relationship with MOIS and any person associated with MOIS (including any Advisor or any business entity they conduct business through), employees, officers, directors of MOIS or any company affiliated with MOIS in accordance with the Arbitration Agreement contained in this Agreement.
  - You understand that you are responsible for maintaining appropriate safeguards regarding your non-public personal information stored by you in electronic or physical format. You understand that the failure to do could result in an unauthorized person gaining access to your accounts or information maintained by you, Platform Manager, Third Party Money Manager, the Qualified Custodian, or MOIS.
  - You agree and acknowledge that neither MOIS nor your Advisor can offer tax, legal or accounting advice regarding any investment product or strategy and that You are responsible for consulting with tax, legal or accounting professionals as necessary.
  - Communications may be sent to you at your current address which is on file with MOIS, or at such other address as you may hereafter give MOIS in writing. All communications so sent, whether by mail, telegraph, messenger, or otherwise, shall be deemed given to you personally, whether actually received or not.
3. **Electronic Delivery.** You authorize MOIS and its affiliates to deliver at the discretion of MOIS, and you agree to accept, all required regulatory notices and disclosures, as well as all other correspondence from MOIS and its affiliates, via electronic mail. If MOIS exercise such discretion to deliver

electronically, information and documents provided by MOIS and its affiliates may include, but are not necessarily limited to, Form ADV updates and offers, account reports, annual Privacy Policy Notice, disclosures required under section 408(b)(2) of ERISA, and other written communications from MOIS and its affiliates. MOIS and its affiliates may receive, via electronic means, your consent to assignment of this Agreement. When using electronic delivery, MOIS and its affiliates will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to your last provided email address. You may notify MOIS in the event you do not want electronic delivery of information. You understand that you have the right to withdraw your consent to electronic delivery without the imposition of any fee or condition.

4. **Receipt of Privacy Policy.** You acknowledge receipt of the Privacy Policy Notice of MOIS as required by the Gramm-Leach-Bliley Act of 1999.
5. **Customer Conflicts.** If this Agreement is between MOIS and related or joint customers (e.g., husband and wife, life partners, etc.), MOIS's services will be based upon the joint goals communicated by the customers to MOIS. MOIS will be permitted to rely upon instructions from you or any other party who has signed this Agreement as a customer, with respect to disposition of the Account, unless and until such reliance is revoked in writing to MOIS. MOIS will not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between you and any other party who has signed this Agreement as a customer.
6. **Trusted Contact.** To the extent that you have completed a Trusted Contact Form, MOIS is authorized to disclose any of your confidential information and discuss any of your accounts, including insurance products, to your Trusted Contact(s) as specified by you if MOIS is unable to promptly contact you using your contact information on record or if MOIS has concerns related to your health or mental capacity. Absent separate written instructions, this authorization does not give the above-named person(s) authority to transact business, including but not limited to, placing trades in or withdrawing funds from your account(s). This authorization also acknowledges that the Trusted Contact(s) provided by you to MOIS have reached the age of 18. If authorization has been granted by you, it shall remain in effect unless and until you notify us in writing that you are rescinding this authorization.
7. **Business Continuity Plan Disclosure.** MOIS has developed a plan to recover and resume business operations following a significant business disruption. Our disaster recovery plan is designed to allow MOIS to recover and resume business operations, and assure our customers prompt access to their funds and securities. In the event of a disruption, MOIS plans to transfer operations to a local site and resume business within 24 to 96 hours. If the disruption affects a larger area such as our city or region, MOIS plans to move operations to a location outside the affected area and transfer operations to our clearing firm if necessary. In addition to MOIS, you may have received business continuity plan contact information from each Product Sponsor, Platform Manager, Third-Party Money Manager or Qualified Custodian. In the event of a significant business disruption, an update will be available by calling our toll free number 800-228-2499. A more detailed version of our Business Continuity Plan is available upon written request or going to our website at <http://www.mutualofomaha.com/investments>.
8. **Extraordinary Events.** MOIS shall not be liable for loss caused directly or indirectly by war, terrorism, natural disasters, government restrictions, exchange or market rulings, or other conditions beyond MOIS's control, including but not limited to extreme market volatility or trading volumes.

9. **Confidentiality.** Any non-public information about you will be treated as confidential and will not be disclosed to third parties except as required by law or to effectuate the services under this Agreement. Any disclosure by MOIS to third parties of non-public information provided by you will be made in accordance with applicable law and the privacy policies of MOIS as may be amended from time to time.
10. **Governing Law.** This Agreement and its enforcement shall be governed by the laws of the State of Nebraska but not its choice of law or conflicts of law principles, and shall cover all accounts or other activities with MOIS and shall inure to the benefit of your and our successors, heirs, executors, assigns and administrators.
11. **Authorized to Enter Into Agreement.** MOIS represents that it is authorized and empowered to enter into this Agreement. You represent that you are authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, you represent that applicable law and governing documents authorize and permit this Agreement.
12. **Entire Agreement.** This Agreement represents the entire understanding between the parties with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.
13. **Termination, Non-Assignability and Non-Waiver.** This Agreement may be terminated by you or MOIS at any time and for any reason. Regardless of how or when your account or relationship with MOIS is terminated, you remain responsible for any unpaid obligations of your account(s), including obligations which may arise after termination of your relationship with us. This Agreement and any claims or rights arising out of the Agreement may not be assigned by you to any person and shall bind your heirs, assigns, executors, successors, conservators and administrators. If any portion of this Agreement is determined to be void or unenforceable, the remainder shall remain in full force and effect. You agree that any forbearance by us from enforcing any rights against you arising hereunder shall not be deemed a waiver of our ability to enforce such rights at a later time.
14. **Arbitration Disclosures.** You and MOIS 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.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
  - 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 twenty (20) days prior to the first scheduled hearing date.
  - The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

- 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.
- The rules of any arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

**15. Arbitration Agreement.** You agree that all controversies which may arise with MOIS or Pershing and their affiliates, Advisors, agents, employees, associated persons, directors and officers concerning any services or other business transaction with MOIS or Pershing including the construction, performance or breach of this or any other agreement between MOIS or Pershing (whether entered into prior, or subsequent to the date hereof) shall be determined by arbitration only before FINRA according to FINRA's Code of Arbitration Procedures. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate. The laws of the State of Nebraska will apply in all respects, including but not limited to determination of applicable statutes of limitation, statutes of repose and available remedies. Nebraska law shall be applied without regard to the State's principles of conflicts of law. The decision or award of the arbitrator or a majority of them shall be final, and judgment on the award may be entered in any state or federal court having jurisdiction.

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

**16. SIPC Notice.** MOIS is a member of the Securities Investor Protection Corporation ("SIPC"). You may obtain information about SIPC, including the SIPC brochure by contacting SIPC at 202-371-8300 or online at [www.SIPC.org](http://www.SIPC.org).

**17. Not a Bank or FDIC Insured or Offered by the U.S. Government.** MOIS is not a bank or credit union. Even if you purchase or sell securities or other investment products at an MOIS branch located on the premises of a bank or credit union, such securities or other investment products are not insured by the FDIC; are not deposits or otherwise obligations of the bank or credit union; and are subject to investment risk, including risk of loss of investment principal. Similarly, in the event your Advisor conducts business in a facility located on a military base or installation, the securities or other investment products are not being offered on behalf of the U.S. Government and the offer is not sanctioned, recommended or encouraged by the U.S. Government.

**18. USA PATRIOT ACT NOTICE.** In order to combat terrorism and illegal money-laundering activities, Federal law requires that MOIS verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, MOIS 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, additional identifying documentation may also be required. Your account(s) may be restricted and/or closed if MOIS, Product Sponsor, Platform Manager, Third-Party Money Manager, or Qualified Custodian cannot verify this information. MOIS, Product Sponsor, Platform Manager, Third-Party Money Manager, and Qualified Custodian will not 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.

19. **Modification and Enforcement.** You agree that MOIS may amend this Agreement at any time upon providing notice to you either in writing (directly or, if you have a brokerage account, via your Qualified Custodian statement) or publishing notice via our website at <http://www.mutualofomaha.com/investments>. You agree that any future amendments or modifications will apply to all your accounts and activities with us (whenever opened) and that your ongoing use of your account(s) shall constitute your acknowledgement and agreement to be bound thereby.

20. **Mutual Fund Disclosures.** You acknowledge that in connection with any recommendation to purchase shares in any publicly-traded mutual fund, you have received a current prospectus disclosing all applicable fees, changes, and other rights thereunder. You agree that if you did not receive a prospectus you have the right and obligation to request one from MOIS or your Advisor, or directly from the mutual fund company. You also acknowledge and understand when purchasing mutual funds:

- You may be assessed certain transaction, execution and confirmation charges which will be set forth on a transaction confirmation.
- Certain “no-load” mutual fund shares may be purchased directly from the Product Sponsor without any sales charges. Mutual funds, as described in the prospectus and allowed under SEC Rule 12b-1, may pay fees to broker dealers in connection with the distribution of mutual fund shares. MOIS and its advisors will not receive 12b-1 fees in relation to the mutual fund holdings in advisory accounts.
- The asset based sales charges that you pay may be higher or lower based upon the share class of the mutual fund purchase based. You understand that if you purchase shares from alternative share classes, you may be required to pay a contingent deferred sales charge if you sell these shares prior to the expiration of particular time periods (known as surrender periods), depending on the rules contained in the prospectus for the respective mutual fund. You should ask your Advisor to provide you with a comparison of the costs associated with purchasing mutual fund shares in different share classes.
- You understand that switches or transfers of assets within mutual funds offered by the same mutual fund Product Sponsor may be made with no additional charges as described in the prospectus. However, such transfers may result in a taxable event unless they occur in a tax-qualified account. In addition, a mutual fund may distribute dividends, incur capital gains or engage in other transactions that may result in taxable income even if you did not sell your shares, reinvest the distributions in additional shares, or achieve a positive total return on your investment.
- Transaction charges may apply to the purchase, sale or exchange of mutual fund shares. Such charges may vary depending on the product type, size, method of investment (online, telephone, via Advisor), Product Sponsor, Platform Manager, Third-Party Money Manager, Qualified Custodian and/or Advisor. These transaction charges will be applied to your account(s) which may appear as a “commission/service” charge. You should review your confirmation or statement for such transaction charges and contact your Advisor or MOIS if you have any questions.



21. **Variable Annuity/Life Products.** You understand that if you are purchasing, selling or exchanging variable annuity or variable life products offered by an insurance company that such products are complex and require you to take the steps necessary to understand the unique features and risks associated with such products. You understand that you have been provided with prospectuses and other Product Sponsor information regarding such products as well as additional disclosure documents or information supplied by MOIS or your Advisor. You understand that MOIS will rely upon any information supplied by you in order to approve your purchase of such products and that you have an obligation to ensure that such information is accurate and to provide prompt notice of any inaccuracies. You also understand that MOIS and your Advisor receive compensation and other revenue from the purchase of such products. Such compensation and other revenue may include: periodic or trailing fees, sales charges, revenue sharing, and marketing payments.

22. **Disclosures of Compensation and Revenue Sharing Practice.** MOIS and its Advisors may receive compensation from Third Party Money Managers, mutual fund companies, variable product insurance companies and state sponsored 529 Plans made available to you. These payments include sales charges (sometimes called “loads”) and trailing commissions (including service fees known as 12b-1 payments). MOIS may also receive additional payments called revenue sharing payments or marketing allowances from certain providers under special agreements with those firms. These additional payments are designed to help such providers facilitate the distribution of their products through the marketing and education of Advisors regarding the product features, benefits and risks. Such marketing and education may include one-on-one marketing, due diligence presentations and attendance at MOIS sponsored conferences. These revenue sharing payments or marketing allowance payments are more fully described in applicable prospectuses, and are usually paid out by a mutual fund affiliate and are not from fund assets or commissions generated by the fund. MOIS Advisors do not receive a greater or lesser compensation for sales of products for which MOIS receives revenue sharing payments or marketing allowance and therefore we do not believe they are subject to a conflict of interest when recommending one product over another. However, a mutual fund or insurance carrier’s marketing and educational activity could lead an Advisor to focus on such products (as opposed to products which do not provide such support) when recommending investments to customers.

MOIS has an arrangement with Pershing, LLC based on the number of assets held in custody with Pershing, LLC. At the end of each quarter, if MOIS does not meet a minimum revenue amount with Pershing, LLC, MOIS is charged a specified fee as agreed upon with Pershing, LLC. This presents a conflict of interest for MOIS to recommend investments with Pershing, LLC rather than other investments that may be more appropriate.

For more specific and updated disclosure regarding specific compensation and revenue arrangements go to our website at [www.mutualofomaha.com/investments](http://www.mutualofomaha.com/investments).

23. **Investment Objectives.** MOIS has identified five common investment objectives for customers to determine their objectives. Based on the definitions set forth below MOIS will rely upon the objective(s) selected by you, in addition with other factors such as your risk tolerance and time horizon, etc., to provide Services for your account(s). Consequently, it is important that you select the objective that most closely matches what you wish to achieve with regard to the particular account and the assets invested. You understand there is no guarantee that you will achieve the selected objective.

- **Preservation of Principal/Income (Conservative):** Focus is on preserving principal and/or generating current income. You are generally willing to accept minimal risk, even if the account does not generate significant income or returns.
- **Balanced (Moderate Conservative):** Focus is on generating current income and/or long-term capital growth. You are generally willing to accept a low to moderate risk to principal with limited volatility, to seek a modest return.
- **Growth and Income (Moderate):** Focus is primarily on generating long-term capital growth and income. You are generally willing to accept moderate risk to principal, volatility, and understand that you could lose a portion of the money invested.
- **Growth (Moderate Aggressive):** Focus is on generating long-term capital growth. You are generally willing to accept a moderate to high risk to principal and a moderate degree of volatility, and understand that you could incur substantial loss of principal.
- **Maximum Growth (Aggressive):** Focus is on generating maximum possible returns. You are generally willing to accept the maximum amount of risk to principal and understand that you could lose most, or all, money invested.

For Third-Party Money Manager services and Managed Account Services, the applicable Third-Party Manager and Platform Manager may have a separate investment objectives which do not correspond with the investment objectives established by MOIS. For Third-Party Money Manager or Managed Account Services, MOIS may rely upon the applicable Third-Party Money Manager or Platform Manager's investment objectives for such services.

24. **Risk Tolerance.** Risk tolerance is the amount of risk you are willing to accept for a particular investment or account(s). Risk tolerance decisions must carefully consider multiple aspects of your situation, including but not limited to, investment knowledge and experience, age, liquidity needs, and net worth. MOIS has identified four levels of risk tolerance that it makes available to its customers to determine their level of risk tolerance.

When selecting the risk tolerance for your investments or account(s) it is important that you read the description of the risk tolerance level carefully and select the one that most closely resembles your risk tolerance.

**Low:** You are willing to accept minimal risk, even if that means your investment does not generate significant income or returns and may not keep pace with inflation. You may be a low-risk investor if the following criteria apply:

- You prefer low volatility investments.
- You are not comfortable with investing more than a nominal portion of your money in stocks or other securities that may lose some or all of their value.
- You desire an extremely stable income stream or growth pattern.
- You are concerned about the loss of principal.
- You have a short-term investment time frame.
- You want to preserve the future purchasing power of your capital, but not in a high-risk situation.
- The amount of risk you are willing to take to outpace inflation is slight.
- You are comfortable experiencing possible short-term decreases in your portfolio value in exchange for potential long-term positive gains, but you would rather not experience the short-term decrease in your portfolio.

**Moderate:** You are willing to accept moderate risk, including some volatility, to seek higher returns and understand you could lose a portion of your investment. You may be a moderate investor if the following criteria apply:

- One of your priorities is preserving the future purchasing power of your capital.
- You are willing to take a modest amount of risk to outpace inflation.
- You desire a modest but stable growth pattern.
- You are comfortable experiencing possible short-term decreases in your portfolio value in exchange for the potential of long-term positive gains.

**High:** You are willing to accept high risk, including high volatility, and understand you could lose a substantial amount of your investment. You may be a high-risk investor if the following criteria apply:

- You are striving for capital appreciation.
- You are comfortable with, or perhaps have a history of, equity investing.
- You desire significantly higher long-term growth.
- You are willing to accept the impact of significant market swings on the value of your investment or account(s).
- You have a long-term investment time frame.

**Speculation:** You are willing to accept maximum risk and understand you could lose all of your investment. You may be a speculative investor if the following criteria apply:

- You are trying to achieve maximum capital appreciation.
- You have a history of equity investing.
- You are not investing for the long term.
- You are willing to accept complete loss of your principal.

For Third-Party Money Manager services and Managed Account Services, the applicable Third-Party Manager and Platform Manager may have separate or different risk tolerances which do not correspond with the risk tolerances established by MOIS. For Third-Party Money Manager and Managed Account Services, MOIS may rely upon the applicable Third-Party Money Manager or Platform Manager's risk tolerance for purposes of such services.

25. **Disclosure of MOIS Process for Handling Customer Checks.** You understand that your Advisor is responsible for promptly transmitting any funds received from you in relation to account activity. After the MOIS Home Office receives the complete and correct new account application and transaction paperwork, MOIS may take up to seven days to review and transmit funds. MOIS will maintain a copy of funds received in the Home Office, including a record of when the funds were received from the customer and the date the funds were transmitted to the Product Sponsor, Platform Manager, Third Party Money Manager, or qualified custodian. Once MOIS has approved or rejected the transaction, the funds will be promptly transmitted to the Product Sponsor, Platform Manager, Third Party Money Manager, or qualified custodian; or returned to the customer.

<b>MOIS Mutually Managed Program</b>
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**You understand and agree that the following terms of this Mutually Managed Program section apply to the Account:**

1. **MOIS Mutually Managed Program.** As an investment adviser registered with the SEC, MOIS offers advisory services through co-advisory and solicitor arrangements with unaffiliated Third-Party Money Managers offering asset management and other investment advisory services. Additionally, MOIS offers Managed Account Services through Envestnet Asset Management, Inc. (“Envestnet”), who serves as Platform Manager for MOIS Managed Accounts. MOIS will assign an Advisor, or at the discretion of MOIS may reassign another individual to provide investment advisory services on behalf of MOIS under this Agreement to you.

Your Account will consist only of separate account(s) through a Qualified Custodian under your name. The Qualified Custodian will maintain physical custody of all funds and securities of the Account, and you will retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account. Your beneficial interest in a security does not represent an undivided interest in all securities held by the Qualified Custodian, but represents a direct and beneficial interest in the securities which comprise the Account. At least quarterly, you will receive an account statement from the Qualified Custodian detailing transactions and holdings in the Account.

Your Advisor will be reasonably available to consult with you regarding your Account. You will promptly notify MOIS and your Advisor in writing of any instructions, restrictions or changes or modifications to your financial situation, investment objectives and preferences.

Your Advisor will periodically review with you the investment management services provided by Third-Party Money Manager or Platform Manager for your Account.

You understand that the managed account services provided under this Agreement do not include financial planning, consulting or any other similar services. You must execute a separate agreement for the financial planning or consulting services of MOIS.

2. **MOIS Managed Account Services.** Under this program sponsored by MOIS, you will appoint MOIS to provide Managed Account Services to a specific account or group of accounts mutually designed by you and MOIS. Platform Manager (“Envestnet”) is an SEC registered investment adviser and provides investment advisory, administrative, and technology services. Pershing is the qualified custodian for MOIS Managed Account Services accounts.

When entering into a Managed Account Services agreement, your Advisor will interview you in order to ascertain your financial position, investment goals and objectives, investment limitations and reasonable restrictions and risk tolerance. Your Advisor will provide you with a proposal that is designed to suit your specific needs and includes a recommendation for an investment strategy. You will also execute a Statement of Investment Selection, which is intended to establish an understanding between you, MOIS, and Platform Manager regarding the investment objectives, goals, and guidelines for your investment management account.

Your MOIS Managed Account may consist of Fund Strategist Portfolio (“FSP”) Accounts, which will be invested in mutual funds, exchange-traded funds (“ETFs”), and/or fixed income securities managed

by Platform Manager using one or more investment models created by one or more independent investment advisers or in PMC Select Portfolios, a series of portfolios comprised predominantly of Platform Manager's proprietary sub-advised mutual funds or ETFs.

In addition to FSP Accounts, MOIS offers Separately Managed Account ("SMAs") and Unified Managed Accounts ("UMAs") through the MOIS Managed Account Services program. SMAs offer access to actively managed investment portfolios managed by various model providers. UMAs provide access to multiple investment strategies through multiple model providers in a single account.

MOIS also offers Advisor as Portfolio Manager ("APM") accounts through the Managed Account Services program. APM accounts are managed by an MOIS Advisor within one or more investment management and asset allocation portfolios designed by the Advisor. Your APM account may be invested in mutual funds, ETFs, fixed income securities or variable annuity sub-accounts. APM accounts are managed by an MOIS Advisor on a discretionary basis. You will provide written authorization providing an MOIS Advisor with the authority to make decisions to buy, sell or hold securities, cash or other investments in your account based on your stated investment objectives. Discretionary authority will remain in effect until your APM account is closed.

FSP, SMA, and UMA accounts are managed on an ongoing basis by Platform Manager and/or various model providers. Additionally, Platform Manager is responsible for the continuous and regular supervisory or management services for client accounts and making trades in client accounts when necessary. APM accounts are subject to oversight and monitoring by your Advisor and by MOIS.

You understand the following: a) MOIS is not an affiliated entity of Platform Manager or model providers; b) MOIS and your Advisor are not employees of Platform Manager or model providers; c) Platform Manager reserves the authority to accept investment advisory agreements with clients; and d) MOIS and its associates are not authorized to accept any investment advisory agreement on behalf of Platform Manager.

3. A complete description of Platform Manager's services and fees will be disclosed in Platform Manager's Form ADV Part 2A or Part 2A Appendix 1 that will be provided to you. Additionally, the Platform Manager's Statement of Investment Selection Managed Account Network Program Terms and Conditions contain details regarding the investment advisory services provided by Platform Manager.
4. **Third-Party Money Manager Relationships.** When entering into a Third-Party Money Manager Relationship, your Advisor will interview you in order to ascertain your financial position, investment goals and objectives, investment limitations and reasonable restrictions and risk tolerance. You will complete and sign a profile questionnaire. Based upon the information you provide, MOIS will refer you to a Third-Party Money Manager for asset management services. No guarantees can be made by MOIS or your Advisor that your financial goals or objectives will be achieved.

If you select a referred Third-Party Money Manager, you will execute a separate agreement between you and the Third-Party Money Manager, which appoints the Third-Party Money Manager as investment adviser of record to provide investment management services to your Account.

You acknowledge that Third-Party Money Manager may define investment objectives and risk tolerances differently than MOIS. Third-Party Money Manager definitions may not correspond with the investment objectives and risk tolerances established by MOIS in the Account Application, and MOIS and the Third-Party Money Manager will rely upon the Third-Party Money Manager's investment objectives and risk tolerances for the services under this Agreement.

The Third-Party Money Manager will provide continuous investment management for your Account based on the investment strategy that you selected. The Third-Party Money Manager will manage your Account in accordance with the particular investment objective, requirements and other information set forth in your account paperwork furnished to Third-Party Money Manager by you. MOIS' responsibilities will not include formulating the investment strategy of Third-Party Money Manager, managing your Account, making any investment decision to buy or sell a security, or executing a trade for your Account.

The Third-Party Money Manager will be responsible for placing orders to execute securities transactions for your Account in accordance with the authority granted by you in the separate agreement between you and the Third-Party Money Manager. If discretionary authority is granted by you, the Third-Party Money Manager will not be required to seek prior approval from MOIS or you when executing transactions. MOIS and your Advisor will not have any authority to place orders to execute securities transactions for your Account.

You understand the following: a) MOIS is not an affiliated entity of Third-Party Money Manager; b) MOIS and your Advisor are not employees of Third-Party Money Manager; c) Third-Party Money Manager reserves the authority to accept investment advisory agreements with clients; d) MOIS and its associates are not authorized to accept any investment advisory agreement on behalf of Third-Party Money Manager; and e) MOIS and your Advisor are not authorized to manage investments on behalf of or through Third-Party Money Manager.

If the Third-Party Money Manager is registered as an investment adviser, a complete description of the Third-Party Money Manager's services and fees will be disclosed in the Third-Party Money Manager's Form ADV Part 2A or Part 2A Appendix 1 that will be provided to you.

- 5. Fees.** The fees charged and other terms for the investment management services provided by the Platform Manager or Third-Party Money Manager will be outlined in the MOIS Managed Account Disclosure Form and a Platform Manager Statement of Investment Selection or separate client agreement between you and the Third-Party Money Manager. MOIS and your Advisor are paid a portion of the fee charged to you and collected by the Platform Manager or Third-Party Money Manager. The percentage of the fee that is paid by the Third-Party Money Manager is disclosed in the MOIS Managed Account Disclosure Form signed by you.

The fees are calculated and collected by the Platform Manager or Third-Party Money Manager, which will be responsible for delivering MOIS and your Advisor's portion of the fees paid by you to MOIS.

To the extent that fees are automatically deducted from your Account, you should review your account statements and verify that appropriate investment advisory fees are being deducted. The Qualified Custodian will not verify the accuracy of the investment advisory fees deducted.

You should refer to the disclosure brochure and client agreement between you and the Platform Manager or Third-Party Money Manager regarding whether brokerage commissions and/or transaction fees for the Account will be billed directly to you by the qualified custodian. Your Account may also incur certain charges imposed by third parties other than Platform Manager or Third-Party Money Manager and MOIS in conjunction with investments placed in the Account, including but not limited to mutual fund sales loads, 12b-1 distribution fees and surrender charges on previously purchased mutual funds. Certain charges may also occur with variable annuities, including sales commissions and surrender charges on previously purchased products. You should review all applicable prospectuses or disclosures for further details on commission charges, sales loads, 12b-1 distribution fees, internal expenses and surrender charges. In addition, you understand that portions of some mutual fund sales loads and distribution fees, such as 12b-1 distribution fees, may be received by Platform Manager or Third-Party Money Manager.

6. **Authority to View Account.** You authorize the Qualified Custodian of the Account to (a) provide MOIS a copy of your account statements, (b) allow MOIS to view online holdings, transactions and performance of your Account, and (c) allow MOIS to download data related to your Account.
7. **Reports.** You will receive statements of your Account from the Qualified Custodian at least quarterly. You are strongly urged to compare any reports received from Platform Manager or Third-Party Money Manager against your Account statements received from the Qualified Custodian. You are responsible for reporting any discrepancies or unauthorized transactions to MOIS, Platform Manager, the Third-Party Money Manager and/or the Qualified Custodian no later than ten (10) days from receipt of such information. You understand that your failure to do so will be deemed an acknowledgement that you have ratified and authorized any transaction or activity in your account.
8. **Your Responsibilities.** You recognize that the value and usefulness of the services of Platform Manager, Third-Party Money Manager and/or MOIS will depend upon the accuracy and completeness of the information that you provide. MOIS will obtain the necessary financial data from you, including time horizon, investment goals and risk tolerance. You will cooperate with MOIS in providing relevant data and other information requested by Platform Manager, Third-Party Money Manager or any other party when the data or information is requested in order to manage Account more effectively. You will also provide supporting documentation and/or financial information Platform Manager or Third-Party Money Manager may reasonably request. It is understood and agreed by you that Platform Manager or Third-Party Money Manager will provide services under this Agreement based upon your information that is supplied to Platform Manager or Third-Party Money Manager via MOIS. You may

be requested to provide information by completing various questionnaires, interviews, and applications.

You represent and warrant to MOIS, Platform Manager, and/or Third-Party Money Manager that any information provided will, at all times, be accurate and complete and you will promptly notify MOIS of any material change in your financial circumstances or objectives. In addition, you will respond promptly to reasonable requests by Advisor, MOIS, Platform Manager or Third-Party Money Manager for information regarding such changes. You agree to discuss your requirements, objectives and anticipated needs candidly with MOIS and to promptly report any material changes to this information.

9. **Non-Exclusive Relationship.** You acknowledge and agree that MOIS may give advice or take actions for other clients, MOIS's accounts or for accounts of persons related to MOIS that is different from the advice MOIS gives you. If MOIS obtains material, non-public information about a security or its issuer that MOIS may not lawfully use or disclose, MOIS will have no obligation to disclose that information to you or to use it for your benefit.
10. **Basis of Advice.** You acknowledge that MOIS, Platform Manager, and/or Third-Party Money Manager obtain information from a wide variety of publicly available sources. MOIS, Platform Manager and Third-Party Money Manager do not have sources of inside or private information. The recommendations developed by MOIS are based upon the judgment of MOIS. MOIS, Platform Manager, and/or Third-Party Money Manager cannot guarantee the results of any recommendations and models/trade signals.
11. **Risk.** You acknowledge that there are significant risks associated with investing in securities including the complete loss of all principal invested. Past performance of any security does not indicate its future performance. MOIS cannot guarantee the future performance of the Account, promise any specific level of performance or promise that MOIS, Platform Manager, Advisor, or Third-Party Money Manager's investment decisions, strategies, models or overall management of the Account will be successful. You represent that no party has made any guarantee, either oral or written, that your investment objectives will be achieved.

The investment recommendations of MOIS and services of the Platform Manager or Third-Party Money Manager are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable.

MOIS does not guarantee that Platform Manager, Advisor, or Third-Party Money Manager's investment management services will achieve any specified rate of return. MOIS makes no representation as to the potential investment profits or avoidance of losses or any other results or benefits that may be achieved by using Platform Manager or Third-Party Money Manager's investment management services.



Except as may otherwise be provided by law, MOIS, Platform Manager, or Third-Party Money Manager will not be liable to you for any loss (i) caused by following your instructions, or (ii) caused by independent acts which were not pursuant to instructions of MOIS, Platform Manager, or Third-Party Money Manager. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this Agreement does not waive or limit your rights under those laws.

**12. Conflicts of Interest.** The following disclosures are provided regarding the background and business practices of MOIS:

- In addition to serving as an investment adviser representative of MOIS as an investment adviser, your Advisor may also be a registered representative of MOIS as a broker/dealer. You should review your Advisor's Form ADV Part 2B Supplement Brochure to determine whether your Advisor is separately serving as a registered representative of MOIS as a broker-dealer. You are not obligated in any manner to utilize the services of MOIS as a broker-dealer.

If you elect to utilize the services of your Advisor in his or her separate capacity as a registered representative of MOIS as a broker-dealer, this individual may sell, for commissions, securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuity and variable life products to you. As such, this individual may suggest that you implement investment advice by purchasing securities products through a commission-based brokerage account in addition to or in lieu of a fee-based investment-advisory account. This receipt of commissions creates an incentive to recommend those products for which this individual will receive a commission in his or her separate capacity as a registered representative of a broker-dealer. Consequently, the objectivity of the advice rendered to you could be biased.

In a capacity separate from MOIS, individuals serving as investment adviser representatives of MOIS may also be licensed as insurance agents. You should review your Advisor's Form ADV Part 2B Supplement Brochure to determine whether your Advisor is separately serving as an insurance agent. You are not obligated in any manner to purchase insurance or annuity products through such individuals. If you elect to purchase an insurance or annuity product through such individual in his or her separate capacity as an insurance agent, this individual will receive a commission. Consequently, the objectivity of the advice rendered to you could be biased.

- When recommending that you rollover your account from your current retirement plan to an IRA, you understand that MOIS and Advisor have a conflict of interest. MOIS and Advisor can earn a commission or investment advisory fees by recommending that you rollover your account at the retirement plan to an IRA; however, MOIS and Advisor will not earn any investment advisory fee if you do not rollover the funds in the retirement plan (unless you retain MOIS to provide advice about your retirement plan account). Thus, MOIS and Advisor

have an economic incentive to recommend a rollover of your retirement plan account, which is a conflict of interest.

- MOIS has a conflict of interest by only offering Platform Manager and Third-Party Money Managers that have agreed to pay a portion of their advisory fee to MOIS and have met the conditions of our due diligence review. There may be other platform managers or third-party money managers that may be suitable for you that may be less costly.

Please refer to MOIS's Form ADV Part 2A and conflicts of interest disclosure at [www.mutualofomaha.com/investments](http://www.mutualofomaha.com/investments) for more details regarding conflicts of interest relating to your account(s).

13. **Proxy Voting.** MOIS does not vote proxies on behalf of clients. You are instructed to read through the information provided with the proxy-voting documents and make a determination based on the information provided. In some instances, upon request from you, MOIS may provide clarifications or facts based on their understanding of issues presented in the proxy materials. However, Platform Manager, Third-Party Money Manager and/or MOIS are not responsible for voting any client proxies with respect to Account.
14. **Assignment.** This Agreement cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under this Agreement.
15. **Death or Disability.** Your death, disability or incompetency will not automatically terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to MOIS.
16. **Termination.** The services under this section of the Agreement are continuous until terminated by either party as described below. The services will terminate upon either party providing notice of termination to the other party.
17. **Acknowledgement of Receipt of Disclosure Documents.** You acknowledge receiving the Form ADV Part 2A Disclosure Brochure of MOIS and the Form ADV Part 2B Brochure Supplement(s) for your Advisor who will provide advisory services to you.

<b>ACCOUNT(S) WITH PERSHING, LLC</b>
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The following applies to you when establishing or have established an Envestnet account through MOIS as introducing broker-dealer at Pershing, LLC ("Pershing"), which is a New York Stock Exchange member firm. Pershing has been engaged by MOIS as the clearing firm to provide account custody and clearing services. To the extent that you have a brokerage account established through MOIS at Pershing, You, MOIS and Pershing are collectively the "Parties" to this Agreement, and the term "Qualified Custodian" as used in the General Terms & Conditions section will refer to Pershing.

**You understand and agree to the following terms of this Section - Brokerage Account(s) with Pershing to the Account:**

1. **Relationship with Pershing.** Pershing and MOIS are separate legal entities that have entered into a fully disclosed clearing agreement for Pershing to provide clearing and financial custody services. In the event you are now or will be in the future entering into a fully-disclosed account with Pershing, you agree to be bound by the Clearing Terms and Conditions contained in this Agreement, as well as the other terms and conditions of this Agreement. You acknowledge and agree that if you establish an account with Pershing that you have read and understand the respective duties and responsibilities of MOIS and Pershing as set forth in the Pershing Disclosure Statement, including but not limited to:
  - Pershing is responsible for the execution, clearing and recording of transactions conducted through Pershing.
  - Pershing is responsible for preparing confirmations and statements reflecting any transactions or other financial activities in your Pershing accounts.
  - Pershing is responsible for extending credit (margin), receiving, delivering, holding and disbursing monies or securities, including paying or collecting dividends, interest and processing other corporate actions (i.e., redemptions, tender offers, share splits).
2. **Agreement to Pay Applicable Charges, Fees or Commissions.** You agree to pay all disclosed fees, charges and commissions applicable to your account(s). This includes fees and charges for activities conducted in any account maintained through Pershing. Where permitted by applicable law, and except with regard to qualified accounts such as IRA, ERISA or other account types which cannot be assigned or pledged as a matter of law, you authorize MOIS to deduct any unpaid fees or charges relating to one account from funds available in another account maintained by you through Pershing. This includes the authorization to liquidate securities in your account in order to generate funds to satisfy unpaid fees, charges and commissions. Where permitted, this Agreement shall serve as your written permission to grant a security interest to MOIS in the assets of any account(s) maintained by you with MOIS.
3. **Interest Charges in Cash Accounts.** As an introducing broker/dealer MOIS does not extend credit to customers in connection with the purchase of securities. Any extension of credit for such purposes must be done pursuant to a margin agreement with Pershing. In the event you create a debit balance in a cash account from failure to make payment in full for securities purchased by settlement date, from failure to timely deliver securities sold, from proceeds of sales paid prior to settlement date or for other charges which may be incurred in your account, we reserve the right to charge you interest on such debits until satisfied by you. Cash accounts with debit balances may be subject to interest charges of up to 3.00 percentage points above the Pershing Base Lending Rate (PBLR).

For cash accounts interest on debit balances is computed using the average daily debit balance of the account and the applicable interest rate in effect to determine the amount of interest charged per day. This amount is then multiplied by the number of days a daily debit balance was maintained during the interest period. Interest charged during the interest period is the total of such daily computations. The rate of interest charged to your account will be changed without notice in accordance with changes in the PBLR and in your average debit balance. Your monthly or quarterly statement will show this dollar amount of interest and the interest rate charged to your account.

4. **Clearing Terms and Conditions.** To the extent your account(s) are carried by Pershing, you agree to the following specific provisions:
- **In the Event of Failure to Pay or Deliver Securities.** Whenever you fail, on or before the settlement date, to pay in full for any security purchased for your account, or deliver any security sold for such account, Pershing is authorized (subject to the provisions of any applicable statute, rule, or regulation) to:
    - Until payment or delivery is made in full, to pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which MOIS or Pershing may hold for you (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in Pershing's possession and control for delivery a like amount of similar securities.
    - To sell any or all securities which MOIS or Pershing may hold for you (either individually or jointly with others), to buy in any or all securities required to make delivery for your account(s), or to cancel any or all outstanding orders or commitments for your account(s).
  - **Cancellation Provisions.** MOIS and Pershing are authorized, in their discretion, should you die or should they for any reason whatever deem it necessary for their protection, without notice, to cancel any outstanding orders in order to close out your accounts, in whole or in part, or to close out any of the commitments made on your behalf.
  - **General Provisions.** Any sale, purchase, or cancellation authorized hereby may be made according to Pershing's judgement and at Pershing's discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same and without any notice, prior to tender, demand, or call. Pershing may purchase the whole or any part of such securities free from any right of redemption, and you shall remain liable for any deficiency. It is further understood that any notice, prior to tender, demand, or call, from you shall not be considered a waiver of any provision of this agreement. "You" and "your" or a person otherwise authorized by you shall include any person executing this agreement. With your signature on this document, you authorize any free credit balance in your account to be automatically invested into the sweep product elected, unless you instruct your financial organization differently. Pershing is further authorized to rely on instructions that you give to MOIS regarding your sweep elections. You agree, that your sweep option may be changed, including changes between money market funds and bank deposit products, with prior notification to you.
  - **Successors.** This agreement and its provisions shall be continuous, and shall inure to the benefit of Pershing and its present organizations, and any successor organization or assigns, and shall be binding upon you and/or the estate, executors, administrators, and assigns of your account.
  - **Age.** You, if an individual, represent that you are of full age.
  - **Interest in Account.** No one except you has an interest in any of your accounts with Pershing unless such interest is revealed in the title of such account, and in any case, you have the interest indicated in such title.

- **Orders and Statements.** Reports of the execution of orders and statements of your account shall be conclusive if not objected to in writing, the former within two days and the latter within ten days, after forwarding by Pershing to you by mail or otherwise.
- **Extraordinary Events.** Pershing and MOIS shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange, or market rulings, or other conditions beyond our control.
- **Fees and Charges.** You agree to pay the fees and charges on the fee schedule received by you. MOIS may change the fee schedule from time to time.
- **Joint Accounts.** If this is a joint account, unless Pershing notifies you otherwise and provides such documentation, as you require, the brokerage account(s) shall be held by Pershing jointly with rights of survivorship. Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. We shall be fully protected in acting, but shall not be required to act upon the instructions of either of you. Each of you shall be liable, jointly and individually, for any amounts due to Pershing or MOIS pursuant to this Agreement, whether incurred by either or both of you.
- **Electronic Notification Agreement.** To stop receiving paper statements, trade confirmations and/or other documents from Pershing as they may be made available (the "Account Communications"), you agree to accept and receive electronic notification that the Account Communications are available online for your retrieval (the "Service"). "You" means the account owner(s) and/or authorized user(s) of the account. "Authorized users" means a person that you have authorized with full access to your account and has been granted a user ID.

By accepting electronic delivery of the Account Communications, you are agreeing to the electronic delivery of all notices, disclosures and other information relating to your account that are communicated with or within the Account Communications. The Account Communications will be available to you online via <http://mois.netxinvestor.com>, a service and website provided by Pershing LLC on behalf of MOIS. You will be notified by electronic mail (e-mail) when these documents are available to be viewed online. The email notification(s) will be sent to the e-mail address(es) established when registering with this service, or that have otherwise been provided. You may modify the e-mail address(es) through the website or by contacting MOIS. In the event of an email notification failure as defined by Pershing, Pershing will terminate this arrangement and you will revert to receiving paper documents until such time that you re-enroll through <http://mois.netxinvestor.com>.

By accepting this Agreement, you affirm that you have a valid e-mail address on record with MOIS, have access to the Internet and are at least 18 years of age. You also affirm that you have installed Adobe Acrobat Reader to view your Account Communications. You agree that electronic delivery of the Account Communications is deemed accepted, regardless of whether a particular document is accessed or viewed. You may print or save a copy of the Account Communications at any time. You may request a mailed copy of your Account Communications by contacting MOIS.

Your consent to accept electronic delivery of the Account Communications is effective until revoked by Pershing, MOIS or you. You may revoke your consent and resume receiving paper Account Communications by changing your delivery preferences by following the instructions on

the website, or by contacting MOIS directly for assistance. Changes to the electronic delivery settings for your accounts may be made by any authorized user, such as a joint account owner. In the event that you lose access to the website, you may contact MOIS in order to have your access reinstated, or you may register directly via <http://mois.netxinvestor.com>.

You expressly agree that and acknowledge that your use of the Service is at your sole risk. None of Pershing, MOIS nor their respective directors, officers, employees, agents, contractors, affiliates, information providers or services warrant that the [www.mois.netxinvestor.com](http://www.mois.netxinvestor.com) website service will be uninterrupted or error free. Neither Pershing nor your financial institution warrant the timeliness, sequence, accuracy, completeness, reliability, or content of any information with respect to accessing electronic information. The service provided herein is on an “as is,” “as available” basis and without warranties including, without limitation, those of merchantability, fitness for a particular purpose or non-infringement other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws, rules and regulations applicable to this service.

You are responsible for maintaining the confidentiality of your user ID and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your user ID or password. You are agreeing to abide by the terms and conditions as they may be amended from time to time; amended terms will be posted on <http://mois.netxinvestor.com>. Your continued use of this website will constitute your acceptance of the then-current terms and conditions. The terms and conditions of this Agreement set forth the entire understanding and agreement between us with respect to the subject matter hereof.