

# MOIS CUSTOMER AGREEMENT FOR RETIREMENT PLANS

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 Retirement Plan Application and Agreement, you retain MOIS to provide the services described in this Agreement.

## GENERAL TERMS & CONDITIONS

**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.**

- **Definitions.** As used in this Agreement the terms:
  - “Account” refers to your account as specified in the MOIS Retirement Plan Account Application and Agreement.
  - “Account Application” refers to the accompanying MOIS Retirement Plan Account Application and Agreement.
  - “Representative” 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 authorized individual(s) shown on the MOIS Retirement Plan Account Application and Agreement who has the authority to act on behalf of the retirement plan. The terms of this agreement shall refer both to the non-natural person and all persons authorized to transact business on the plan’s behalf.
  - “Plan” refers to the retirement plan for which this Account has been established.
  - “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; or offers access to a retirement plan platform; or
    - a company registered with the Securities and Exchange Commission (“SEC”) whose securities are registered and available for purchase or sale in your accounts through your broker-dealer.
  - “Qualified Custodian” refers to the bank, clearing firm or trust company holding your securities and/or funds.
  - “Third-Party Money Manager” refers to the third-party investment advisers that MOIS and Advisor may refer You to under the Third-Party Money Manager service.
  - “Services” refer to the retirement plan service provided by Representative through MOIS. Services do not include activities specifically prohibited in the “Your Representations” Section of this Agreement.
  - “Third-Party Money Manager” 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.

- **Your Representations.** You represent and agree that:
  - You have read this Agreement and understand that MOIS, your Representative and to the extent applicable, the Qualified Custodian(s), Product Sponsor(s), and/or Third-Party Money Manager(s) 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), and/or Third-Party Money Manager(s); that you may have different objectives, goals or strategies for such accounts/retirement plans; and that unless otherwise stated, the information contained in the accompanying Account Application only applies to the retirement plan associated with this particular account and the applicable Qualified Custodian, Product Sponsor, and/or Third-Party Money Manager.

You are responsible for reading any and all information provided to you by MOIS, your Representative and to the extent applicable the Qualified Custodian(s), Product Sponsors, and Third-Party Money Manager with regard to your retirement plan (including but not limited to this Agreement, accompanying disclosure documents, plan documents, and prospectuses).
  - You will not lend or borrow money or securities to or from your Representative. You will not enter into any other personal business relationship with your Representative (including any type of investment or business activity involving your Representative or anyone associated with your Representative). You will immediately notify in writing the Compliance Department of MOIS in the event that you borrow or lend money or securities from your Representative 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 Representative or any person or entity associated with MOIS or your Representative. Except for financial planning services by MOIS through your Representative, all checks or other forms of payment should be made payable to the Qualified Custodian or a particular Product Sponsor. For financial planning services provided by MOIS through your Representative in connection with a separate advisory agreement, you may write a check made payable to MOIS; however, under no circumstances may you make a check payable to your Representative or any entity owned or controlled by your Representative.
  - You understand that investing in securities involves risk and that many variables exist that may have a substantial negative effect on the value of the Plan. 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 publicly available information contained in a prospectus, disclosure document or other filing made by, or contained in information supplied by the Qualified Custodian or a Product Sponsor.
  - MOIS and your Representative 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, commission 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 and that all activity will be deemed accurate and in accordance with your instructions unless you notify MOIS in writing within ten (10) days following notification of the activity. 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](mailto: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 Representative 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, the Qualified Custodian or a Product Sponsor.
- You agree and acknowledge that neither MOIS nor its Representative can offer tax, legal or accounting advice 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 sent, whether by mail, telegraph, messenger, or otherwise, shall be deemed given to you personally, whether actually received or not.

- You agree and acknowledge that you have received and reviewed the Retirement Plan Fee Disclosure relating to your plan in accordance with ERISA section 408(b)(2).
- **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.
- **Receipt of Privacy Policy.** You acknowledge receipt of the Privacy Policy Notice of MOIS as required by the Gramm-Leach-Bliley Act.
- **Fiduciary Acknowledgement.** When MOIS and your Representative provide investment advice to you regarding your retirement plan or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours.
- **Customer Conflicts.** If this Agreement is between MOIS and related or joint customers (e.g., multiple authorized individuals 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.
- **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 the Qualified Custodian, Product Sponsor or Third-Party Money Manager. 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 [www.mutualofomaha.com/investments](http://www.mutualofomaha.com/investments).
- **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.
- **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.

- **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.
- **Authorized to Enter Into Agreement.** MOIS represents that it is authorized to enter into this Agreement. You represent that you are authorized and empowered to enter into this Agreement on behalf of the plan. You represent that applicable law and governing documents authorize and permit the plan to enter into this Agreement.
- **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.
- **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.
- **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.
- **Arbitration Agreement.** You agree that all controversies which may arise with MOIS and their affiliates, representatives, agents, employees, associated persons, directors and officers concerning any services or other business transaction with MOIS including the construction, performance or breach of this or any other agreement between MOIS (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.

- **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).
- **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 principal. Similarly, in the event your representative 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.
- **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, Qualified Custodian, and/or Third-Party Money Manager cannot verify this information. MOIS, Product Sponsor, Qualified Custodian and Third-Party Money Manager 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.
- **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 [www.mutualofomaha.com/investments](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.
- **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 or product document 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 Representative, or directly from the mutual fund company. You also acknowledge and understand when purchasing mutual funds directly from the Product Sponsor or through Pershing LLC:

- 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 and that MOIS may receive and share a portion of such fees with its Representatives.
- Many mutual funds offer several “classes” of shares representing different ways to pay the sales charge. Many of these mutual funds offer volume discounts to the front end sales charges assessed on certain shares at certain predetermined levels of retirement plan known as “breakpoint” discounts. Mutual funds may also offer sales charge waivers for employer-sponsored retirement plans and charitable organization accounts. You may be eligible for a “breakpoint”, reduced, or waived charge. You may reach these breakpoint or sales charge waiver thresholds based on any one or a combination of transactions or investments with a mutual fund company by immediate family members; transactions in related accounts; number of plan participants; or by aggregating purchases over time through rights of accumulation or letters of intent. You agree to review information contained in mutual fund prospectuses and statements of additional information regarding ways to reduce sales charges and to inform your Representative or MOIS of all relevant facts necessary to identify and obtain such reduction or waivers to which you may be entitled.
- The asset based sales charges incurred by the Plan may be higher or lower based upon the share class of the mutual fund purchased. 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 acknowledge that it may not be in your best interest to switch or move assets from one mutual fund company to another if the transfer involves the payment of an additional or new upfront sales charges or surrender fee. However, there may be situations when such activities are reasonable or appropriate so you should be sure to ask all necessary questions before agreeing to such activities. You should ask your Representative 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 in a Pershing account (as well as to other securities held in a Pershing account). Such charges may vary depending on the product type, size, method of investment (online, telephone, via representative), Product Sponsor and Representative. At your Representative’s discretion he/she may apply these transaction charges 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 Representative or MOIS if you have any questions.
- **Disclosures of Compensation and Revenue Sharing Practice.**  
MOIS and its representatives may receive compensation from mutual fund companies, insurance companies and other product sponsors. These payments include sales charges (sometimes called “loads”), advisory fees, solicitor fees and trailing commissions (including service fees known as 12b-1 payments). For more information regarding the compensation received on your account please review the applicable plan documents and disclosures presented by your representative. 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 representatives 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, disclosure documents and plan documents, and are usually paid out by a mutual fund affiliate and are not from fund assets or commissions generated by the fund. MOIS representatives 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 a representative to focus on such products (as opposed to products which do not provide such support) when recommending products to customers.

MOIS offers retirement plan services through Mutual of Omaha Insurance Company's ("Mutual of Omaha") Retirement Services program. Mutual of Omaha Retirement Services offers investments through a group variable annuity contract underwritten by United of Omaha Life Insurance Company ("United of Omaha") in all states except New York. Companion Life Insurance Company ("Companion Life") underwrites the group variable annuity in New York. In addition, MOIS offers access to a retirement plan platform through Mutual of Omaha Retirement Services, which may be utilized by plan sponsors and your Representative. United of Omaha and Companion Life are both affiliates of MOIS. There is a conflict of interest with respect to recommendations for retirement plan investments through Mutual of Omaha Retirement Services as MOIS's affiliate(s) will earn additional compensation for assets invested in such plans.

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 subject to a specified fee as agreed upon with Pershing LLC. This arrangement with Pershing LLC presents a conflict of interest for MOIS to recommend investments with Pershing LLC rather than other investment options that may be more appropriate for customers.

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

- **Disclosure of MOIS Process for Handling Customer Checks.** You understand that your Representative 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. Once MOIS has approved or rejected the transaction, the funds will be promptly transmitted to the Product Sponsor or returned to the customer.

#### **BROKERAGE ACCOUNT(S) WITH PERSHING LLC**

The following applies to you when establishing or have established a brokerage 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:**

- **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).
- **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.
- **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.

- **Clearing Terms and Conditions.** To the extent your account(s) are custodied at 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 whatsoever 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 legal age under applicable laws.
  
- **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.