



# Customer Agreement

# Welcome to American Century Investments<sup>®</sup> brokerage service

This document contains important information regarding the terms and conditions that apply to your American Century Investments brokerage account. Please note that these terms and conditions are subject to change without notice. Your access to and use of your account(s) and services is subject to compliance with all the terms and conditions presented in this Agreement (the "Agreement"). You understand and agree that American Century Investments brokerage services may terminate this Agreement at any time at its sole discretion and without prior notice to you.

The following Customer Agreement is being provided to you by American Century Investment Services, Inc. (American Century), and Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation (Pershing). American Century and Pershing are collectively referred to in this Agreement as "we," "us," "our" and "ours." Each American Century brokerage customer is referred to in this Agreement as "you," "your" or "yours." This Agreement, presented in four main sections, explains the terms and conditions of your American Century brokerage account. You should read and understand the General Customer Account Agreement section and other sections that pertain to you.

Please read this Agreement carefully before you sign the *Brokerage Account Application*.

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# I. General Customer Account Agreement

In consideration of American Century and Pershing accepting and carrying your account, you consent and agree to the terms and conditions contained in this Agreement, as amended from time to time.

## Definitions

### (for the purposes of this Agreement)

- Securities, commodities and other property — will include, but are not limited to: money and securities of every kind or nature; precious metal commodities; and all contracts and options, whether for present or future delivery.
- Accounts — means one or more accounts opened by you with American Century and any American Century account in which you may have interest.

## Transfers to and from other American Century accounts

You authorize us, until written notification is received to the contrary, to honor written and verbal transfer/exchange requests to or from your account and any other accounts with any affiliates of American Century, including any American Century mutual fund accounts.

## Hold on deposits

Once a check is deposited into your account, a hold may be placed on it and any increase in your authorization limit may be delayed for up to seven business days after the day the check is received. However, even if a hold is imposed, you will be entitled to sweep that amount to your money market fund the following business day.

During a hold period:

- Checks cannot be written
- Card purchases cannot be made

- Cash cannot be withdrawn against the funds represented by the deposited check

## Credit investigation, negative credit report

You authorize us to exchange credit information about you and your account(s) with others. As required by law, any negative credit report reflecting on your credit may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. We may request a credit report on you, and upon request, we will state the name and address of the consumer reporting agency that furnished it. If we extend, update, review or renew your credit, we may request a new credit report without notifying you.

## Representation as to capacity to enter into Agreement

You are of sufficient legal age to enter into this Agreement and be bound thereby, that unless otherwise disclosed to us in writing, you are not:

- An employee of any exchange or member of the Financial Industry Regulatory Authority, Inc. (FINRA)
- Any corporation of which an exchange owns a majority of the capital stock
- An individual engaged in or an employee of a firm engaged in the business of dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper

You further represent that no one except you has an interest in any of your accounts with us.

## Joint account

Unless you notify us and provide documentation as we require, your joint accounts will be held by you jointly with rights of survivorship (payable to either you or to your survivor). Each joint tenant 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 will be fully protected in:

- Acting upon the instructions of either of you
- Sending confirmations, notices or other communications to either of you

We are authorized to follow the instructions of any joint account holder and to deliver securities or other property in the account to any account holder or upon any account holder's instructions. Each of you will be liable, jointly and individually, for any amounts due to us, whether incurred by either or both of you. We are not responsible for determining the purpose of an instruction we receive from any account holder or for payments or deliveries among joint account holders. Any notice sent by us to an account holder will be notice to all account holders.

## Minimum balances and fees

Your account will be subject to the requirements and fees set forth in our fee schedule and other materials provided to you from time to time. In particular, you may be required to maintain a minimum account balance, as well as be subject to initial purchase and subsequent purchase requirements.

An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Fund.

You should consider the fund's investment objectives, risks, and charges and expenses carefully before you invest. The fund's prospectus or summary prospectus, which can be obtained by visiting [americancentury.com](http://americancentury.com), contains this and other information about the fund, and should be read carefully before investing.

## Execution of trades

### In general

You understand that we may be unable to effect executions because of market conditions or other problems and that we do not warrant, represent or guarantee that we will be able to execute all orders transmitted to or placed by us. We do not execute trades received in writing, by voice mail, or other delayed means for delivery of instructions. We, at any time, with or without notice, may impose or modify trading restrictions or policies, which may result in your inability to execute a trade with us or may impact required proceeds available at the time of purchase.

### Payment for order flow

American Century does not receive compensation for directing order flow. Pershing and its affiliate, Pershing Trading Company, L.P. (collectively, "Pershing"), may receive compensation for directing over-the-counter (OTC) equity and listed options order flow to selected market makers and option specialists. Pershing also directs a percentage of listed equity flow to certain exchanges or specialists and receives compensation in connection with the routing of such orders. With respect to OTC and listed options transactions, compensation may be in the form of:

- A per-share or per-contract cash payment
- Non-cash compensation in the form of reciprocal arrangements

Similar reciprocal arrangements exist with respect to listed equities. Other broker-dealers will direct orders to Pershing specialists on the floor of various exchanges in return for receiving orders from Pershing. Additionally, certain exchanges reduce or eliminate execution fees on orders directed to them in dually listed securities.

Pershing selects certain market makers to execute OTC securities transactions. These market makers have agreed to accept orders, transmitted electronically up to a specified size, and to execute them at or better than the National Best Bid or Offer (NBBO). On larger orders, or

if the designated market makers do not make a market in the subject security, Pershing contacts the market maker directly to obtain an execution.

The designated market makers to whom orders are automatically routed are selected based on the consistently high quality of their OTC executions in one or more market segments and their ability to provide execution opportunities at prices superior to the NBBO.

If an order for an exchange-listed security is not immediately executable on the exchange to which it is routed, that order may be represented in the national marketplace using the various means available for price discovery.

Pershing also regularly reviews reports for quality of execution purposes.

In addition, the following information regarding our order flow practices is available upon request:

- The identity of the venues to which client orders were routed for execution for the six months prior to the request
- Whether the orders were directed orders or non-directed orders
- The times such orders were executed

### Order routing disclosure

To view the market centers that receive non-directed equity and option securities orders:

- Log in with your User Name and Password
- Select your brokerage account under **Portfolio of Accounts**, in the margin
- Select the **Brokerage Account Access** button, under the Account Summary tab
- Choose the **Home** tab at the top of the page, then select the **Disclosures** tab
- Click on the **Order Routing** tab

## Expiration policy for Good-Til-Canceled (GTC) orders

A GTC order will remain as an open order for 90 days or until it executes, whichever occurs first. Please contact an Investment Specialist if you would like to extend the expiration period of a GTC order.

## Excessive trading in mutual funds

Excessive, short-term or market timing trading practices may disrupt portfolio management strategies and harm fund performance. To minimize harm to a fund and its shareholders, mutual fund companies may reserve the right to reject any purchase order (including exchanges) from any investor whom they believe has a history of excessive trading or whose trading may be disruptive to the fund. You should consult your fund's prospectus for its specific short-term trading policy. American Century may restrict all mutual fund purchases by an account if notified by any fund family that a purchase by the account has been rejected.

## Precious metals transactions

If you engage in any transactions in precious metals (as defined in this section), then those transactions will be subject to the following terms and conditions:

### Definitions

- Precious Metals — gold, platinum and silver bullion and coins that will meet all qualifications as to hallmarks and fineness and recognized to be acceptable to organized national U.S. commodity exchange trading in the offered precious metals.
- Ounces — fine ounces, troy weight.
- Coins — any precious coins purchased or sold through us.
- Business Day — a day on which both us and the commodity exchanges are open for the transaction of business. "Business day" for the depositories will be days when the depositories are open to conduct business.

- U.S. Dollar Value — number of ounces of precious metals on a given business day means the price per ounce quoted as follows: gold will be quoted at the morning London fix (a.m. fix) on such business day, multiplied by the number of ounces; silver at the London Silver fix that day; and platinum will be quoted at the New York Mercantile Exchange spot (nearby month) settlement price that day.
- Settlement Date — second business day following a transaction involving the purchase or sale of precious metals.
- Good Funds — Funds transferred by certified bank cashier's or teller's checks drawn to the order of American Century; wire transfer of funds to our bank; or actual funds on deposit with us. Please note, cashier's checks will only be accepted for amounts of \$10,000 or more. All check deposits have a seven business day hold.

#### **In general**

The price at which each purchase or sale is made will be the market or bid price quoted by us prior to such purchase or sale. We may require that good funds be in your account prior to our accepting any purchase orders from you. We may, but will not be required to:

- Match any purchase or sale order for your account with orders of holders of other accounts
- Purchase or sell precious metals for your account from Pershing's inventory on a principal basis

A commission may be charged whenever you purchase or sell precious metals through us. Unless otherwise provided, your account balance will represent a specific but undivided quantity of precious metals. You understand that no fractions of ounces may be purchased or maintained in your account for specific but undivided precious metals holdings. You authorize us and our agents, for convenience of safekeeping, to mingle your precious metals with those of other investors.

Pershing will carry your precious metals as an open ledger balance in your account. The open ledger balance will confirm that you own a specified quantity of precious metals in the form of a segregated, identified bulk of precious metals held by a depository. If you own fabricated products such as coins, the open ledger balance will confirm that the depository is storing these as well.

Title to precious metals purchased by you will pass to you on the settlement date following payment in full for the purchase. If you fail to pay for any purchase on the settlement date, we may sell all or any portion of the precious metals in the account without notice to you in order to satisfy such deficiency, just as if you had given us an order to sell such precious metals. We will apply the proceeds of such sale first to the satisfaction of any fees or commission owing and then to the satisfaction of the account payment obligation with any deficiency charged to your account.

You acknowledge that we have no obligation to repurchase metals sold through us nor guarantee that a market will exist at the time you wish to sell. You may deliver into your account any precious metals you already own. Any such deliveries will be subject to inspection and may, at our discretion, require an authentication examination, which you will pay. You will be responsible for all costs involved in any such delivery. We reserve the right, at our sole discretion, to refuse to accept any such deliveries.

You recognize that investments in precious metals are:

- Highly speculative
- Subject to volatile price movements
- Non-interest paying

Metals held in your account are not eligible for use as collateral for margin purposes. Furthermore, you acknowledge that precious metals are ineligible for Securities Industry Protection Corporation (SIPC) coverage.

#### **Storage and storage fees**

Your segregated, identified, fungible bulk of precious metals will be held by depositories within the United States that are designated by us, or at your request, outside the United States to the extent that we may from time to time determine and provide. If applicable, you agree to pay us a storage fee that covers:

- Storage
- Insurance
- Other costs incurred by us and our agents
- Late fees in accordance with the fee schedule and based upon the U.S. dollar value of the total balances in your account in the amount and at the intervals set in the fee schedule

We are authorized to charge the storage fee to your account and have lien and liquidation rights, described in *Liquidation* on page 12 of this Agreement, to satisfy payment of the storage fees and other expenses. You acknowledge that the storage fee, which is paid, will not be subject to a refund for any sale or delivery of precious metals prior to the end of the billing period.

#### **Delivery**

If you request physical possession of precious metals at the time of purchase, shipment will be effected within 48 hours of settlement. If you desire to take delivery of all or any portion of the precious metals in storage, you must complete an order containing delivery instructions and arrange for its transmittal to the depository. You recognize that the depository is not obligated to make such delivery unless the depository (or American Century on its behalf) is paid:

- All storage fees due
- All applicable sales or other taxes
- All applicable fabrication fees (manufacturing costs) in accordance with the then current market pricing structure
- All applicable shipping costs

The obligation to deliver precious metals will be discharged by the delivery of precious metals conforming to the qualifications as to hallmarks and fineness recognized by the U.S. Commodity Exchange. Trading in precious metals should total the quantity in ounces specified in the delivery order but not exceeding the open ledger balance in your account. Although every effort will be made to deliver precious metals to you in the commonly available form (not including coins), your request, from time to time, may not be possible. In such an event, the number and size of bars, ingots or coins delivered will be determined at our discretion.

### **Options transactions**

If you are authorized to trade options in your accounts, you hereby agree to the following terms and conditions governing your options trading with American Century.

You understand that options trading may be highly speculative in nature and, therefore, contains a high degree of risk. You acknowledge that you are fully financially prepared to undertake such risks and to withstand any losses incurred and that you are able to sustain the total loss of the premium and transaction costs.

You agree not to enter into any purchase or sale of any options without having read and fully understood the terms, conditions and risks of options trading set forth in the current disclosure document issued by the Options Clearing Corporation (OCC), which American Century will furnish to you. You also understand and agree that each option transaction is subject to the rules and regulations of the OCC, the exchange or market where such transaction is executed, FINRA and various other state and federal regulatory entities.

You agree that, acting alone or in concert with others, you will not exceed the position and exercise limits imposed by the OCC or other regulatory entities having jurisdiction over the exchanges or markets in which option transactions are executed. You agree to advise American Century immediately of any significant changes in your financial situation or investment objectives.

You also have read and agree to abide by the terms of the *Brokerage Options Agreement*.

### **Telephone/electronic instructions and conversations**

You authorize us to act on any instructions believed to be genuine. American Century uses reasonable procedures (including shareholder identity verification) to confirm that instructions given by telephone and/or computer are genuine. If these procedures are not followed, American Century may be liable for any loss that results from acting on instructions given. You understand that anyone you supply with the required account information can make telephone and/or computer transactions on your behalf. We may presume that any electronic order entered by a person using your password or identification is yours or that of your duly authorized delegates.

If you allow third parties to access our services [including your account(s)], you will defend us against any liability, costs or damages arising out of claims or suits. For our mutual protection, you understand, agree and expressly consent to our recording of any of your telephone conversations with us.

### **No advice**

You understand that we will not provide you with any legal, tax, accounting or investment advice. Our employees are not authorized to give any such advice, and you will not solicit or rely upon any such advice from us or our employees whether in connection with transactions in or for your account(s) or otherwise. In making legal, tax or accounting decisions with respect to transactions in or for your account(s) or any other matter, you will consult with and rely upon your own advisors and not us. We will have no liability for these decisions.

You further understand that while you may be able to access independent investment research reports through the Internet, the availability of such information does not constitute a recommendation to buy or sell any of the securities discussed in those reports. Any investment decisions you make will be based solely on your own

evaluation of your financial circumstances and investment objectives. Any advice or recommendation provided by an investment advisor also does not constitute a recommendation of American Century. You agree that we will not be liable for the advice or recommendation provided by that advisor. In addition, you understand that American Century merely acts as a platform for the execution of transactions provided by those advisors and makes no suitability determinations with respect to those transactions.

### **Responsibilities and limitation of liability**

You accept full responsibility for the monitoring of your account(s). You will immediately notify us in writing, delivered via U.S. mail, if you become aware of the following:

- Any loss, theft or unauthorized use of your password(s) and/or account number(s)
- Failure to receive a message from us indicating that an order was received and/or executed
- Failure to receive an accurate written confirmation of an execution
- Receipt of confirmation of an order and/or execution which you did not place
- Any inaccurate information in your account balance(s), securities positions or transaction history

If you fail to notify us when any of the above conditions occur, we will not have any responsibility or liability for any claims with respect to the handling of loss of any order. Under no circumstances, including negligence, will we or anyone else involved in the Internet, telephone or other electronic systems be liable for any damages that result or out of any breach of any warranty. This exclusion will not apply to the extent any applicable statute prohibits such exclusion or limitation of liability. Any liability by us will be limited to an amount equal to the benefit that the transaction would have resulted in during the period between the date of the trade and the time for settlement under any applicable law, rule or regulation.



Under no circumstances shall we, or anyone else connected with your account, be liable for any indirect, special or consequential damages that may result from the provision of such services or from any other claims which may arise.

We will not be deemed to have received any order electronically transmitted by you until we have actual knowledge of such order.

You are responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and utilizing electronic or automated services and for all communications service fees and charges incurred by you in accessing these services.

The use and storage of any information is your sole risk and responsibility including:

- Your account number(s)
- Password(s)
- Identification
- Portfolio information
- Transaction activity
- Account balances
- Any other information or orders available on your personal computer

### **Data not guaranteed**

You expressly agree that your use of the Internet, telephone and other electronic systems and of any software provided for use in accessing our services is at your sole risk. Neither we nor any of our suppliers providing data, information or other services, including, but not limited to, any exchange (collectively, the "disseminating parties"), warrant that the service will be uninterrupted or error free. We do not make any warranty as to the results that may be obtained from the use of these systems. The Internet, telephone and other electronic systems are provided on an "as is," "as available" basis, without warranties of any kind, either expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied

by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

No disseminating party will be liable in any way to you or to any other person for any inaccuracy, error or delay in, or omission of, any data, information or message or the transmission or delivery of any data, information or message, or any loss or damages arising from or occasioned by:

- Any inaccuracy, error, delay or omission
- Non-performance
- Interruption in any data, information or message due either to any negligent act or omission by any disseminating party
- Any "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God; fire; war; insurrection; riot; labor dispute; accident; action of government; communications; power failure; or equipment or software malfunction)
- Any other cause beyond the reasonable control of any disseminating party

### **Modification of Agreement**

You understand and agree that we will have the right to amend this Agreement by modifying or repealing any of its existing provisions or by adding any new provision, at any time, by sending notice of the amendment to you. Any such amendment will be effective as of a date designated by us. You understand there may be additional documentation required by applicable law or the policies and procedures of American Century, Pershing or other entity providing services to you in connection with your account(s). You agree to promptly comply with any such requests for additional documents. Continued use of American Century after such notice will constitute acknowledgement and acceptance of the revised terms and conditions.

### **Termination of Internet and TeleSelect services**

We may block access to the use of American Century's Internet or TeleSelect

service without prior notice in the event we elect to discontinue such service on a temporary or permanent basis or in the event that you breach this Agreement. You will remain responsible for the payment of all charges incurred in your account(s) before termination becomes effective.

### **Limitations on use of American Century materials**

You are authorized to use materials that are made available by American Century only for your own needs. You are not authorized to retransmit or resell access to any such materials or to make copies for sale to others. You will not delete copyright or other intellectual property rights notices from materials, whether physically provided or electronically accessed.

### **No agency**

You understand that American Century is not acting as an agent of Pershing, and you agree that you will in no way hold American Century, Pershing or any other affiliate liable for any trading losses or other losses incurred by you. Pershing is carrying your account(s) as clearing broker to a clearing agreement with American Century. Until receipt of written notice from you to the contrary, Pershing may accept from American Century, without inquiry or investigation:

- Order(s) for the purchase or sale of securities and other property on margin or otherwise
- Any other instructions concerning your account

Notices to you concerning margin requirements or other matters related to your account(s) usually will be sent to you through American Century.

### **Assignment of rights between American Century and Pershing LLC**

You understand and agree that any rights either of us have under this Agreement may be exercised by that party or may be assigned to the other including, but not limited to, the right to collect any debt balance or other obligations owing in your account(s) and that American

Century and Pershing may collect from you or enforce any other rights under this Agreement independently or jointly. You understand and agree that we may terminate your account(s) at any time and for any reason. Closure of your account(s) will not affect the rights and obligations of either party incurred prior to the closing date of the account(s).

### **Communications**

Communications may be sent to you at your current address, which is on file with American Century, or at such other address as you may provide to us in writing or by other means. All communications sent, whether by mail, telegraph, messenger or otherwise, will be deemed given to you, whether actually received or not.

### **Copies of executed account agreements**

Please retain copies of any written agreements pertaining to your account. To obtain a copy of your executed agreements, please contact American Century.

### **Customer complaints**

Please direct written complaints to the following address:

American Century Investments  
Compliance  
P.O. Box 419146  
Kansas City, MO 64141-6146

You also may contact an Investment Specialist at:  
1-888-345-2071

## II. Corestone Account<sup>®</sup> Agreement

### SECTION A — BACKGROUND

#### A.1. Roles of Service Providers

##### Pershing

Pershing is carrying Your accounts as clearing broker pursuant to a clearing agreement with American Century. Pershing has arranged with Administrator (defined below) and Bank (defined below) for the issuance of Check writing privileges and Visa<sup>®</sup> cards to American Century clients. In addition, Pershing has arranged with Administrator and CheckFree (defined below) for the provision of BillSuite<sup>™</sup> Services (defined below) to American Century clients.

##### Bank, Administrator and CheckFree

Bank is responsible for issuing the Cards and Checks hereunder. Administrator is responsible for administration of the Banking Services and BillSuite Services provided hereunder. Administrator makes available the BillSuite Services provided by CheckFree.

#### A.2. Agreement Structure

For administrative convenience, this Agreement (defined below) contains five sections that comprise three separate and distinct agreements.

Section A provides background information applicable to the brokerage, banking services and BillSuite arrangements provided under this Agreement. Section A is hereby incorporated by reference into and made a part of each of the Brokerage Agreement, Banking Services Agreement and BillSuite Agreement.

Section B provides the terms and conditions related to Your brokerage account with Pershing (“Brokerage Agreement”). The Brokerage Agreement is made by and between You and Pershing. Neither Bank nor Administrator are parties to the Brokerage Agreement and neither Bank nor Administrator has any rights, responsibilities or obligations under the Brokerage Agreement.

Section C provides the terms and conditions related to the checking, ACH and card transaction services that are associated with Your Corestone Account (“Banking Services Agreement”). The Banking Services Agreement is made by and among You, Pershing, Bank and Administrator.

Section D provides the terms and conditions related to the BillSuite services (“BillSuite Agreement”).

Section E provides additional terms and conditions that are applicable to each of the Brokerage Agreement, the Banking Services Agreement and the BillSuite Agreement. Section E is hereby incorporated by reference into and made a part of each of the Brokerage Agreement, Banking Services Agreement and BillSuite Agreement.

The term this “Agreement” means the Brokerage Agreement, Banking Services Agreement and BillSuite Agreement, collectively.

#### A.3. Contact Us

You may contact Us at: Pershing LLC, One Pershing Plaza, Asset Management Account Department, Jersey City, New Jersey 07399. Or, call Us at 1-800-547-7008.

#### A.4. Definitions

Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings set forth below:

“**Account**” refers to Your Corestone cash or margin brokerage account with Pershing.

“**ACH Transaction**” means a transaction cleared through the Automated Clearing House.

“**Administrator**” refers to BNY Mellon Investment Servicing Trust Company, which is responsible for administration of the Banking Services provided hereunder.

“**Agreement**” refers to this Agreement, which is comprised of the Brokerage Agreement, the Banking Services Agreement and the BillSuite Agreement and any related documents as amended from time to time.

“**American Century**” refers to American Century Investment Services, Inc.

“**ATM**” means automated teller machine.

“**ATM Withdrawal**” means a Card Transaction in which You receive money from an ATM.

“**Available Balance**” means the maximum amount You may withdraw from Your Account using Your Card or Checks (including via ACH Transactions).

“**Available Margin Loan Value**” means the amount of credit Pershing may extend to You based on the value of marginable securities held in Your Margin Account.

“**Bank**” refers to PNC Bank, N.A. for all terms and issues related to the Visa debit card, and refers to The Bank of New York Mellon for all terms and issues related to Checks.

“**Banking Day**” means every day of each week for purposes of imposing security limits on the number and amount of ATM Withdrawals, Cash Advances, Purchases and Card Authorizations You can perform. For these purposes, Banking Days begin at 12:00 a.m. midnight, Eastern Time. A Banking Day may, as applicable, exclude Bank or Pershing holidays.

“**Banking Services**” means Check writing privileges, Card, ACH and related services.

“**Biller**” is the person or entity to which You wish a bill payment to be directed or is the person or entity from which You receive electronic bills, as the case may be.

**“Billing Account”** is the account from which all BillSuite Service fees will be automatically debited.

**“BillSuite”** means bill payment and presentment service that enables You to view, pay and manage bills online 24 hours a day, seven days a week.

**“BillSuite Service”** means the bill payment service provided by CheckFree. The BillSuite Service is made available by Administrator or its agents through Your Account with Pershing.

**“BillSuite Service Provider”** means CheckFree Services Corporation and/or Administrator, as applicable.

**“Business Day”** means Monday through Friday, excluding federal holidays (for the Brokerage and Banking Services Agreement), and Federal Reserve Holidays (for the BillSuite Agreement). Although Pershing's, Administrator's or Bank's offices may be open on certain federal holidays, these days are not considered Business Days for purposes relating to the transfer of funds.

**“Card/Cards”** refers to one or more Visa® debit cards issued by the Bank on Your Account.

**“Card Authorization”** means a Card Transaction in which You authorize others to place a hold on Your Available Balance to ensure future payment.

**“Card Transaction”** means those transactions which You can perform with Your Card as more fully described below.

**“Cash Advance”** means a Card Transaction in which You receive money back from a merchant or financial institution. Cash Advances do not include ATM Withdrawals.

**“CheckFree”** means CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc. CheckFree provides the BillSuite Services pursuant to the terms of the BillSuite Agreement.

**“Checks”** mean the Checks issued on Your Account and drawn on the Bank.

**“Check Transaction”** means those transactions which You initiate via a Check.

**“Corestone Account® Agreement”** refers collectively to the agreements You make with (a) Pershing with respect to brokerage services, (b) Pershing, Bank and Administrator, solely with respect to banking services, and (c) Administrator and CheckFree solely with respect to BillSuite Services, when You open a Corestone Account, consisting of the *Corestone Account Application*; this Agreement; the Option Agreement, if applicable; and any other written agreements between You and Pershing, all as amended from time to time.

**“Corestone Account Application”** refers to the Application You submit to open a Corestone Account.

**“Corestone Account Services”** means the respective services provided pursuant to this Agreement.

**“Debit Balance”** means the Account balance representing money owed Pershing.

**“Due Date”** is the date reflected on Your Biller statement on which the BillSuite payment is due; it is not the late date or grace period.

**“Documents”** mean any disclosure documents, the Funds' prospectus(es), the Corestone Account Agreement, the *Corestone Account Application* which contain additional terms governing Corestone Account and the Corestone Account Financial Terms card, all as may be amended from time to time.

**“Electronic Fund Transfer”** means any transfer of funds initiated or authorized by You through an electronic payment system. Card Transactions and certain ACH Transactions are considered Electronic Fund Transfers.

**“Free Credit Balance”** refers to the sum of any cash balance in Your Account. (When a cash balance in Your Margin Account is collateral for Your obligations to cover short securities and/or option positions, it is not available for Your use and is not included in Your Free Credit Balance).

**“Fed Funds”** refer to the funds that are immediately available and not subject to an availability or collection hold.

**“Foreign Account”** refers to a Corestone Account for which the primary account holder is not a resident or not a citizen of the United States.

**“Fund(s)”** mean any money market fund(s) or cash sweep product Pershing makes available and is selected by You.

**“Good Delivery”** refers to the delivery to Pershing of freely transferable securities (that is, properly registered, endorsed and fully negotiable stock certificates).

**“I, Me, My, You, Your, Accountholder”** refers to all of the individual Account owners and persons who sign the *Corestone Account Application* for individual and joint Accounts and refers to the corporation, limited liability company, partnership, trust or other legal entity for corporate, limited liability company, partnership, trust or other legal entity Accounts.

**“Payment Account”** is the account from which bill payments will be debited.

**“Payment Instruction”** is the information provided by You to the BillSuite Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number and Scheduled Payment Date).

**“Pershing”** means Pershing LLC.

**“Prospectus”** is an offering document describing those money market fund(s), which fund(s) are made available by Pershing in connection with Your Account.

**“Purchase”** means a Card Transaction in which You purchase goods or services.

**“Regulation E”** means Regulation E (12 C.F.R. part 1005) of the Consumer Financial Protection Bureau.

**“Scheduled Payment”** is a payment that has been scheduled through the BillSuite Service but has not begun processing.

**“Scheduled Payment Date”** is the day You want Your Biller (via BillSuite) to receive Your bill payment and is also the day Your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

**“Short Sale”** means the sale of a security You don't own, or that You have instructed Pershing not to deliver against Your sale (“short against the box”).

**“Transaction”** means those transactions which You can perform with Your Cards and Checks as more fully described in this Agreement, as well as ACH Transactions.

**“Unauthorized Transaction”** means a Transaction made by someone without Your authorization and from which You received no benefit. An Unauthorized Transaction does not include: (a) a Card Transaction by a person to whom You furnished Your Card or PIN unless You have notified Us that Card Transactions by such persons are no longer authorized and We have had a reasonable opportunity to act on such notice; (b) a Transaction made or authorized by You with the intent to defraud; or (c) a Transaction which is made in error by Us.

**“We, Us, Our”** means, as the context requires, Pershing, Administrator and/or Bank (for the Brokerage and Banking Services Agreement); and means CheckFree Services Corporation and/or Administrator (for the BillSuite Agreement).

## **SECTION B — BROKERAGE AGREEMENT**

### **B.1. Pershing's Role**

Pershing may accept from American Century, without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin or otherwise, and (ii) other instructions concerning Your accounts. Notices to You concerning margin requirements or other matters related to You usually will go through American Century; however direct contact by Pershing may occur if market conditions, time constraints or other circumstances require it. Pershing shall not be responsible or liable for any acts or omissions of American Century or its employees. You understand that Pershing provides no investment advice nor does Pershing give advice or offer any opinion with respect to the suitability of any transaction or order. You authorize

Pershing to act as Your agent to purchase and redeem for Your account shares of the Funds, as previously defined, and You agree that You shall not hold Pershing, its other divisions, affiliates, officers, directors or agents liable for any trading losses incurred. You understand that Pershing will provide services to You including, but not limited to, furnishing necessary documents and information, and taking requisite action regarding inquiries, complaints or disputes concerning Your Corestone Account.

### **B.2. Description of Account**

Corestone Account consists of three parts: (a) a conventional brokerage Account (the “Account”) which is either a cash or margin account, or both; (b) access to funds in the Account via Cards, Checks and ACH Transaction; and (c) a choice of Funds. In connection with Your Corestone Account, monies that You owe Pershing such as: (a) Debit Balances in the Account; (b) amounts owing as a result of Your Card, Checks or ACH Transactions or (c) Corestone Account, deposits made for You that are later reversed may be satisfied by any of the following: (1) any credit in Your Account; (2) redeeming shares from Your Funds; (3) if applicable, making loans to You from Your brokerage margin account; or (4) the sale of any securities or other property held by Pershing for You.

### **B.3. Minimum Required to Open an Account**

For a Gold Account, a minimum of \$10,000.00 in cash, marginable securities or a combination of both is initially required. For a Platinum Account, a minimum of \$20,000.00 in cash, marginable securities or a combination of both is initially required. For a Gold or Platinum Foreign Account with check writing only, a minimum of \$10,000.00 in cash, marginable securities or a combination of both is initially required. For a Gold or Platinum Foreign Account with check writing and a Card, a minimum of \$25,000.00 in cash, marginable securities or a combination of both is initially required. For a Silver or SilverPlus Account, there is a \$5,000.00 minimum balance to open an Account.

### **B.4. Minimum Required to Maintain an Account**

Although Pershing does not require a specific minimum balance be maintained for Corestone Accounts, Pershing reserves the right to request additional funds or securities be deposited whenever the asset value of the Account falls below 50% of the initial minimum requirement. If, after Pershing has notified You that additional assets must be deposited, the account is not brought back up to at least 50% of the initial minimum requirement in a reasonable time period, Pershing reserves the right to terminate the Corestone Account at which time You agree to return any Cards or Checks previously issued to You.

### **B.5. Applicable Rules and Regulations**

All of Your transactions shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, where executed by Pershing, including any of Pershing's subsidiaries and affiliates or American Century.

### **B.6. Fund**

Amounts contributed and received will be invested in the Fund of Your choice subject to prior payment by You and on Your behalf of any outstanding margin loan balances, Card overdrafts or other debit items arising from Card usage, check usage or ACH Transactions. If the Fund You selected is a money market fund, You have received and read a copy of the Prospectus of the Fund, which contains a more complete description of it and its operation. Please note that some special tax-exempt Funds are only available to residents of one state.

Pershing will automatically withdraw from the Fund (or if Your Fund is a money market fund), redeem sufficient shares of the Fund to pay for all securities transactions, Card, ACH and Checking transactions. If You intend to send funds to settle securities transactions, Pershing must receive those funds on the Business Day before the settlement date to prevent an automatic redemption. Pershing will redeem sufficient shares of the Fund to pay for Card and Checking transactions

on the date Pershing posts the transaction to Your Account, if the Fund You selected is a money market fund.

### **B.7. Lien**

All of Your securities, commodities and other property which Pershing may at any time be carrying for You, or which may at any time be in its possession or under its control, shall be subject to a general lien and security interest in Pershing's favor for the discharge of all Your indebtedness and other obligations to Pershing, without regard to Pershing having made any advances in connection with such securities and other property and without regard to the number of accounts You may have with Pershing. In enforcing Pershing's lien, Pershing shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. Securities and other property held in Your retirement account(s) maintained by Pershing, which may include Individual Retirement Accounts (IRAs) or qualified plans, are not subject to this general lien and such securities or other property may only be used to satisfy Your indebtedness or other obligations to American Century and/or Pershing related to Your retirement account(s).

### **B.8. Credit Investigation, Negative Credit Report**

You authorize Pershing to exchange credit information about You and Your Account with others. As required by law, You are notified that any negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations. Pershing may request a credit report on You and upon request, Pershing will state the name and address of the consumer reporting agency that furnished it. If Pershing extends, updates, reviews or renews Your credit, Pershing may request a new credit report without notifying You.

**PLEASE NOTE: PARAGRAPHS B.9, B.10 and B.11 APPLY TO MARGIN ACCOUNTS ONLY. AMERICAN CENTURY IS INTENDED TO HAVE THE BENEFIT AND IS A THIRD-PARTY BENEFICIARY OF THESE**

## **PARAGRAPHS AS WELL AS PARAGRAPHS B.12, B.13 and B.14.**

### **B.9. Liquidation**

If, in Pershing's discretion, Pershing considers it necessary for Pershing's protection to require additional collateral or in the event that a petition in bankruptcy or for appointment of a receiver is filed by or against You, or an attachment is levied against Your accounts, or in the event of Your death, Pershing shall have the right to sell any or all securities, commodities and other property in the accounts Pershing has established for You, whether carried individually or jointly with others, to buy any or all securities, commodities and other property which may be short in such accounts, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase or other notice or advertisement. Any such sales or purchases may be made at Pershing's discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale and Pershing may be the purchaser for its own account. It is understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of Pershing's right to sell or buy without demand or notice.

### **B.10. Margin Requirements, Credit Charges and Deposits**

You will at all times maintain such securities, commodities and other property in Your accounts for margin purposes as Pershing shall require from time to time via a margin call or other request, and the monthly Debit Balances or adjusted balances in Your accounts with Pershing shall be charged, in accordance with Pershing's practice, with interest at a rate permitted by the laws of the State of New York. It is understood that the interest charge made to Your Account at the close of a charge period will be added to the opening balance for the next charge period unless paid.

In regard to margin calls, whether for maintenance or any other margin call, in lieu of immediate liquidations, Pershing

through American Century may permit You a period of time to satisfy a call. This time period shall not in any way waive or diminish Pershing's right in its sole discretion, to shorten the time period in which You may satisfy the call, including one already outstanding, or to demand that a call be satisfied immediately. Nor does such practice waive or diminish the right of Pershing and/or American Century to sell out positions to satisfy the call, which can be as high as the full indebtedness owed by You. Margin requirements may be established and changed by Pershing in its sole discretion and judgment without notice to You. You should contact American Century for the latest information on margin requirements. Pershing may exchange credit information about You with others. Pershing may request a credit report on You and upon request, Pershing will state the name and address of the consumer reporting agency that furnished it. If Pershing extends, updates or renews Your credit, Pershing may request a new credit report without telling You.

### **B.11. Pledge of Securities**

All securities, commodities and other property now or hereafter held, carried or maintained by Pershing in its possession in any of Your accounts may be pledged and re-pledged by Pershing from time to time, without notice to You, either separately or in common with other such securities, commodities and other property for any amount due in Your accounts, or for any greater amount and Pershing may do so without retaining in its possession or control for delivery a like amount of similar securities, commodities or other property.

### **B.12. Payment of Indebtedness Upon Demand**

You shall at all times be liable for the payment upon demand of any Debit Balance or other obligations owing in any of Your accounts with Pershing and You shall be liable to Pershing for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by Pershing or by You; and You shall make payments of such obligations and indebtedness upon demand.

### **B.13. Liability for Costs of Collection**

The reasonable costs and expense of collection of the Debit Balance, recovery of securities and any unpaid deficiency in Your accounts with Pershing, including, but not limited to, attorneys' fees incurred and payable or paid by Pershing, shall be payable to Pershing by You.

### **B.14. Presumption of Receipt of Communications**

Communications may be sent to You at Your current address, which is on file at Pershing's office, or at such other address as You may hereafter give Pershing in writing, or through American Century; and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to You personally, whether actually received or not.

### **B.15. Scope and Transferability**

This Brokerage Agreement shall cover individually and collectively all accounts that You may open or reopen with Pershing and shall inure to the benefit of Pershing's successors whether by merger, consolidation or otherwise, and assigns, and Pershing may transfer Your accounts to its successors and assigns, and this Brokerage Agreement shall be binding upon Your heirs, executors, administrators, successors and assigns.

### **B.16. Representation as to Capacity to Enter Into Agreement**

You, if an individual, represent that You are of full age, that unless otherwise disclosed to Pershing in writing, You are not an employee of an exchange, or of any corporation of which any exchange owns a majority of the capital stock or of a member firm or member corporation registered on any exchange, or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptance or other forms of commercial paper. You further represent that no one except You has an interest in Your Account(s) with Pershing.

### **B.17. Joint and Several Liability**

If "You" shall consist of more than one individual, Your obligations under this Brokerage Agreement shall be joint and several. Each of You has authority, acting individually and without notice to any other Account holder, to deal with Pershing as fully and completely as if the Account holder is the sole Account holder. Pershing is authorized, but not obligated to follow the instructions of any joint Account holder and to deliver funds, securities or other assets in the Account to any joint Account holder or upon any Account holder's instructions. Pershing is not responsible for determining the purpose or propriety of an instruction Pershing receives from any Account holder or for the disposition of payments or deliveries among joint Account holders. Any notice Pershing sends one Account holder will be notice to all Account holders. You have executed the Joint Account agreement and made the election required therein. Pursuant to that agreement, Pershing may, but is not required to, accept instructions from either joint party.

### **B.18. Option Transactions**

If at any time You shall enter into any transaction for the purchase or sale of an option contract, You hereby agree to first obtain from American Century the then current disclosure statements of the Options Clearing Corporation and further agree to abide by the rules of any national securities association, registered securities exchange or clearing organization applicable to the trading of option contracts and acting alone or in concert, will not violate the position or exercise limitation rules of any such association or exchange or of the Options Clearing Corporation or other clearing organization.

### **B.19. Assignment of Pershing's Rights Under This Brokerage Agreement to American Century**

You agree that any rights that Pershing has under this Brokerage Agreement, including but not limited to the right to collect any Debit Balance or other obligations owing in any of Your accounts, may be assigned to American Century

so that American Century may collect from You independently or jointly with Pershing, or enforce any other rights granted to Pershing under this Brokerage Agreement.

### **B.20. No Professional Advice**

You acknowledge that Pershing will not provide You with any legal, tax or accounting advice, that Pershing's employees are not authorized to give any such advice and that You will not solicit or rely upon any such advice from Pershing or Pershing's employees whether in connection with transactions in or for any of Your accounts or otherwise. In making legal, tax or accounting decisions with respect to transactions in or for Your accounts or any other matter, You will consult with and rely upon Your own advisors and not Pershing and Pershing shall have no liability therefore.

### **B.21. Special Note for Non-U.S. Accounts**

With respect to assets custodied by Pershing on Your behalf, income and capital gains or distributions to You from Your Account may be taxable in Your home jurisdiction. Please consult Your tax advisor for the appropriate tax treatment of Your transactions.

### **B.22. Pershing's Rights to Terminate Account**

You understand that Pershing may cease all Corestone Account Services provided to You for any reason, in its discretion, including but not limited to the following: (1) if You exceed Your Available Balance; or (2) if Pershing determines that Your use of the Account is inconsistent with investment purposes; or (3) if Pershing shall determine that it no longer wishes to offer the Corestone Account Services or Corestone Account to You. However, if Pershing ceases to offer the Corestone Account a prorated portion of the annual fee paid will be credited back to Your Account based on the number of months remaining. In the event Your Corestone account is terminated, it will be converted into a brokerage account that will remain subject to the remainder of the Corestone Account Agreement.

### **B.23. Arbitration Disclosures**

**THIS BROKERAGE AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING THE *ACCOUNT APPLICATION*, WHICH INCORPORATES THIS BROKERAGE AGREEMENT, YOU AND PERSHING AGREE AS FOLLOWS:**

- EACH PARTY TO THIS BROKERAGE AGREEMENT IS GIVING UP THE RIGHT TO SUE EACH OTHER PARTY 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 AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- THE PANEL OF ARBITRATORS WILL TYPICALLY 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 THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS BROKERAGE AGREEMENT.

### **B.24. Arbitration Agreement**

**ANY CONTROVERSY BETWEEN YOU OR PERSHING AND US SHALL BE SUBMITTED TO ARBITRATION**

**BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY.**

**NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE 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; (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 BROKERAGE AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.**

## **DISCLOSURE OF CREDIT TERMS**

### **B.25. Cash Accounts**

Cash accounts may be subject, at Pershing's discretion, to interest on any Debit Balances resulting from failure to make payment in full for securities purchased, from proceeds of sales paid prior to settlement date or for other charges that may be made to the Account.

### **B.26. Margin Accounts**

Purchases of securities on credit, commonly known as margin purchases, enable You to increase the buying power of Your equity and thus increase the potential for profit or loss. A portion of the purchase price is deposited when buying securities on margin and Pershing extends credit for the remainder. This loan appears as a Debit Balance on Your monthly statement of Account. Pershing charges interest on the Debit Balance and requires You to maintain securities, cash or other property to secure repayment of funds advanced and interest due.

Interest will be charged for any credit extended to You for the purpose of buying, trading or carrying any securities, for any cash withdrawals made against the collateral of securities, or for any other extension of credit. When funds are paid in advance of settlement on the sale of securities, interest will be charged on such amount from date of payment until settlement date. In the event that any other charge is made to the Account for any reason, interest may be charged on the resulting Debit Balances. You authorize Pershing to transfer securities held in Your cash account to Your margin account, provided You have signed the appropriate sections of the *Corestone Account Application* for the purpose of effecting the intent of this Agreement.

### **B.27. Interest Rates**

Interest charged on any Debit Balances in cash accounts or credit extended in margin accounts may be up to 3.00 percentage points above the Pershing Base Lending Rate. The Pershing Base Lending Rate will be set with reference to commercially recognized interest rates, industry conditions relating to the extension of credit and general credit market conditions. The Pershing Base Lending Rate will change without prior notice. When the Pershing Base Lending Rate changes during an interest period, interest will be calculated according to the number of days each rate is in effect during that period. If the rate of interest charged to You is changed for any other reason, You will be notified at least 30 days in advance.

### **B.28. Interest Period**

The interest period begins on the 20th of each month and ends on the 19th of the following month. Accordingly, the interest charges for the period as shown on Your monthly statement are based only on the daily net debit and credit balances for the Interest Period.

### **B.29. Method of Interest Computation**

At the close of each Interest Period during which credit was extended to You, an interest charge is computed by multiplying the average daily Debit Balance by the applicable schedule



rate and by the number of days during which a Debit Balance was outstanding and then dividing by 360. If there has been a change in the Pershing Base Lending Rate, separate computations will be made with respect to each rate of charge for the appropriate number of days at each rate during the Interest Period. The interest charge for credit made to Your Account at the close of the Interest Period is added to the opening Debit Balance for the next Interest Period unless paid.

With the exception of credit balances in Your short account, all other credit and Debit Balances in all of Your accounts will be combined daily and interest will be charged on the resulting average daily net Debit Balances for the interest period. If there is a debit in the cash account (type 1) and there is a margin account (type 2), interest will be calculated on the combined Debit Balance and charged to the margin account. Any credit balance in the short account is disregarded because such credit collateralizes the stock borrowed for delivery against the short sale. Such credit is disregarded even if You should be long the same position in Your margin account (i.e., short against the box).

If the security that You sold short (or sold short against the box) appreciates in market price over the selling price, interest will be charged on the appreciation in value. Correspondingly, if the security that You sold short depreciates in market price, the interest charged will be reduced since Your average Debit Balance will decline. This practice is known as "marking-to-market." The daily closing price is used to determine any appreciation or depreciation of the security sold short.

If Your Account is short shares of stock on the record date of a dividend or other distribution, however such short position occurs, Your Account will be charged the amount of dividend or other distribution on the following Business Day.

### **B.30. General Margin Policies**

The amount of credit that may be extended by Pershing and the terms of such extension are governed by rules

of the Federal Reserve Board and the Financial Industry Regulatory Authority. Within the guidelines of these rules and subject to adjustment required by changes in such rules and Pershing's business judgment, Pershing establishes certain policies with respect to margin accounts. If the market value of securities in a margin account declines, Pershing may require the deposit of additional collateral. Margin account equity is the current market value of securities and cash deposited as security less the amount owed Pershing for credit extended at its discretion. It is Pershing's general policy to require margin account holders to maintain equity in their margin accounts of the greater of 30% of the current market value or \$3.00 per share for common stock purchased on margin. Pershing applies other standards for other types of securities. For example, securities may be ineligible for margin credit from time to time. For information with respect to general margin maintenance policy as to municipal bonds, corporate bonds, listed United States Treasury notes and bonds, mutual funds, and other securities, as well as information about the eligibility of particular securities for margin credit, please contact American Century. Notwithstanding the above general policies, Pershing reserves the right, at its discretion, to require the deposit of additional collateral and to set required margin at a higher or lower amount with respect to particular accounts or classes of accounts as it deems necessary. In making this determination, Pershing may take into account various factors including but not limited to (i) issues as to Your securities such as, among others, the liquidity of a position and concentrations of securities in an Account, (ii) considerations as to Your status, including but not limited to a decline in creditworthiness, (iii) the size of the Account, (iv) the general condition of the market, (v) considerations as to the ability of Pershing to obtain financing, and (vi) regulatory interpretations or guidance. If You fail to meet a margin call in a timely manner, some or all of Your positions may be liquidated.

### **B.31. Deposits of Collateral, Lien on Accounts and Liquidation**

In the event that additional collateral is requested, You may deposit cash or acceptable securities into Your margin account. If satisfactory collateral is not promptly deposited after a request is made, Pershing may, at its discretion, liquidate securities held in any of Your accounts. In this connection, pursuant to this Brokerage Agreement, Pershing retains a security interest in all securities and other property held in Your accounts, including securities held for safekeeping, so long as any credit extended remains outstanding.

### **B.32. Callable Securities**

Securities which are held for Your Account and which are in "street name," or are being held by a securities depository, are commingled with the same securities being held for other customers of American Century and for Pershing's own customers. Your ownership of these securities is reflected in Pershing's records. You have the right at any time to require delivery to You of any such securities that are fully paid for or are in excess of margin requirements.

The terms of many bonds allow the issuer to partially redeem or "call" the issue prior to maturity date. Certain preferred stocks are also subject to being called by the issuer. Whenever any such security being held by Pershing is partially "called," Pershing will determine through a random selection procedure as prescribed by the New York Stock Exchange rules, the ownership of the securities to be submitted for redemption. In the event that such securities owned by You are selected and redeemed, Your Account will be credited with the proceeds. Should You not wish to be subject to this random selection process, You must instruct American Century to have Pershing deliver Your securities to You. Delivery will be effected provided, of course, that Your position is unencumbered or had not already been called by the issuer as described, prior to receipt by Pershing of Your instructions. The probability of one of Your securities being called is the same whether they are held by You or by Pershing for You.

### **B.33. Options Exercise Assignments**

Exercise assignment notices for options contracts are allocated among short positions pursuant to a procedure that randomly selects from all short options positions, including positions established on the day of the assignment, those contracts that are subject to exercise. A more detailed description of this random allocation procedure is available on request. All short options positions are liable for assignment at any time.

### **B.34. Lost Securities**

If Your periodic customer statement indicates that securities were forwarded to You and You have not received them, You should notify American Century or Pershing immediately. If notification is received within 120 days after the mailing date, as reflected on Your periodic statement, replacement will be made free of charge. Thereafter, a fee for replacement may apply.

### **B.35. Loan Consent**

By signing the *Corestone Account Application* or the *Brokerage Account Application*, which incorporates this Agreement, You acknowledge that securities not fully paid for by You may be loaned to Pershing or loaned out to others, and as permitted by law, certain securities in Your Account, may be used for, among other things, settling short sales and lending the securities for short sales, and as a result Pershing and American Century may receive compensation in connection therewith. Pershing does not lend fully paid for securities without Your written permission. Please contact American Century with any questions. Fully paid for securities held in a cash account (unless otherwise agreed in a separate written agreement) and fully paid for securities held in a margin account in which there is no Debit Balance are not loaned.

### **B.36. Shareholder Vote of Loaned Securities**

In the event Your securities have been loaned by Pershing on the record date of a shareholder vote involving those securities, You agree that Your vote may

be reduced to reflect the total amount of Your securities loaned by Pershing.

### **B.37. No Waiver**

This Brokerage Agreement cannot be modified by conduct and no failure on the part of Pershing at any time to enforce its rights hereunder to the greatest extent permitted shall in any way be deemed to waive, modify or relax all of the rights granted Pershing herein, including those rights vested in Pershing to deal with collateral on all loans advanced to You.

### **B.38. Governing Law**

Except where specified, this Brokerage Agreement shall be governed by the laws of the State of New York and the United States of America, as amended.

### **B.39. Amendments**

You agree that Pershing shall have the right to amend this Brokerage Agreement, by modifying or rescinding any of its existing provisions by adding any new provision, at any time by sending notice of the amendment to You. An amendment shall be effective as of the date established by Pershing. If Pershing or American Century make any changes to this Brokerage Agreement that will affect You adversely (by increasing costs or liability to You, or limiting access to Your Account), Pershing and/or American Century will notify You prior to the change as required by law. The change will automatically become effective unless, prior to the effective date, You notify Pershing and/or American Century of Your intention to terminate this Brokerage Agreement. Pershing reserves the right to make emergency changes for security reasons, without prior written notice to You. You understand additional restrictions may apply to the brokerage services provided hereunder and additional documentation may be required by applicable law or Pershing's policies and procedures. You agree to promptly comply with any such restrictions and requests for additional documents. You understand there may be additional documentation required by applicable law or the policies and procedures of Pershing or American Century. You agree to promptly comply with any such requests for additional documents.

## **SECTION C — BANKING SERVICES AGREEMENT**

### **C.1. General Features of Banking Services**

**C.1.a. Available Balance.** Your Available Balance may fluctuate from day to day because it is dependent upon changes in the balance in Your Account. Shortly after Administrator is notified of a Transaction, the Available Balance is reduced, not when a sales draft or Cash Advance draft is paid. For example, Your Account may be debited (and Available Balance reduced) on the day an item is presented by electronic or other means, or at an earlier time based on notification received by Us that an item drawn on Your Account has been deposited for collection at another financial institution.

You promise not to make a Transaction (such as making a Card Purchase or writing a Check) that exceeds Your Available Balance. If You attempt to make a Card Transaction that will exceed Your Available Balance, the Card Transaction will normally be declined. In addition, a fee may be applied for returned checks, ACH and BillSuite™ transactions.

**C.1.b. Payment for Transactions.** On a daily basis, Administrator will notify Pershing of the Transactions on Your Account that Administrator receives. Pershing will make payments to Bank (via Administrator) on Your behalf on each Business Day that Pershing receives notice of the Transactions.

*You authorize Pershing to charge Your Account in order to pay for Transactions. Each Transaction shall be considered to be Your direction to Us to charge or reduce Your Available Balance. The Available Balance comprises the following three components (and Pershing will make payments for the charges in the following order of priority): (1) any free credit balances in Your Account; (2) the net asset value of the shares in the Funds; (3) the available margin loan value of securities in the Account (if Your Corestone Account is established as a margin account). When You use Your Card, the charge or reduction to Your Available Balance occurs immediately and*

You understand that You have no right to stop payment on any Card Transaction. See the *Stop Payment — Checks* section on page 19 to learn how to stop payments on Checks You have written. You understand that Card Authorizations will reduce Your Available Balance by the amount of the Card Authorization even if the Card Authorization does not result in a Transaction. Note that an Card Authorization will reduce Your Available Balance until the Transaction is completed in whole or in part, or after the expiration of a time period specified by Us.

If there is more than one person who is authorized to sign on the Account, You authorize Us to pay Card drafts on the authority of any one or more of the signatures of the individuals identified and carried on the Account record. See below for more information about joint Accounts.

**C.1.c. Unauthorized Use.** You promise not to let any unauthorized person make a Transaction. If You permit an unauthorized person to make a Transaction(s), even if the amount of actual use exceeds the amount You authorized, You will be responsible for the full amount of all Transaction(s) that result.

**C.1.d. Account Statements.** Pershing will send or make available to You an Account statement every month in which a Transaction was made. In any event, You will receive an Account statement at least quarterly. Your Account statements will include the following information for Card Transactions: the amount, location, Transaction date, posting date and merchant name (when available). In addition, Your Account statement will include Your Check writing and ACH activity during the period covered by the statement. Transactions from Your Account may appear on the day after the Business Day the transaction took place. Neither Bank nor Administrator will send You separate statements listing Transactions.

**C.1.e. Your Duty to Examine Your Statement — Checks.** As used in this section, the term “problem” means any error, alteration or unauthorized

Transaction (including, but not limited to, forged or missing signatures, unauthorized wire transfers, and excluding Electronic Fund Transfers) related to any Check Transaction(s) for Your Account. Because You are in the best position to discover any problem, You will promptly examine Your statement and report to Us any problem on or related to Your statement. You agree that none of Us will be responsible for any problem related to a Check Transaction that:

- You do not report to Pershing in writing within a reasonable time not to exceed 20 calendar days after Pershing mails the statement (or makes the statement available) to You; or
- Results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized Checks made with Your facsimile signature device or that look to an average person as if they contain an authorized signature); or
- As otherwise provided by law or regulation.

You may not start a legal action against any of Us because of any problem unless:

(a) You have given Us the above notice and (b) the legal action begins within one year after We send or make Your statement available to You. If You make a claim against any of Us in connection with a problem, each of Us reserves the right to conduct a reasonable investigation before crediting Your Account, and You agree to cooperate in such investigation. If any of Us requests, You agree to complete an affidavit of forgery or other proof of loss. If You refuse to sign such an affidavit, none of Us will be liable to You for any loss arising from the problem. For problems involving an electronic banking transaction, please refer to the “Electronic Fund Transfers” sections of this Agreement.

These time periods for You to examine Your statement and report “problems” to Pershing are without regard to the level of care of any of Us or the commercial reasonableness of Our practices, further without regard to whether copies or images of cancelled Checks are supplied or made available to You. Contact Pershing promptly if You do not receive Your regular statement.

**C.1.f. Your Duty to Examine Your Statement — Cards.** Please see the section on page 21 entitled “Electronic Fund Transfers.”

**C.1.g. Your Duty to Examine Your Statement — ACH Transactions.** Generally, ACH Transactions for consumer accounts are considered Electronic Fund Transfers. Please see the section entitled “Electronic Fund Transfers.” For other ACH Transactions, please see “Your Duty to Examine Your Statement — Checks” above. Also, for ACH Transactions related to electronically represented Checks from consumer accounts, please see the subsection entitled “Consumer Electronic Check Representation.”

**C.1.h. Foreign Transactions.** Foreign Transactions are Card Transactions completed outside the United States through Your Account. All debits to Your Account will be posted in U.S. dollars. Checks will generally not be accepted by banks outside of the United States. All Checks must be made payable in U.S. dollars.

**C.1.i. Foreign Currency.** Card Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa, using its then current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Card Transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Card Transaction date or periodic statement posting date.

**C.1.j. Foreign Transaction Fee.** For each Foreign Transaction, there is a foreign Transaction fee, which will be charged to Your Account. This charge may apply whether or not there is a currency conversion. The Foreign Transaction fee is set forth on the Financial Terms Card.

**C.1.k. Documentation.** We may add images of Your application with respect to the Banking Services provided in connection with this Banking Services Agreement to Our electronic document storage systems. After doing so, the

original documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.

**C.1.i. Adverse Claims.** If any of Us receives a claim to all or a portion of Your Account (*including but not limited to a dispute over who is an authorized signer or owner*), We may place a hold on funds that are the subject of the claim. The hold may be placed for the time that We feel is reasonably necessary to allow a court to decide who should have the funds. None of Us will be responsible for any items that are not paid because of the hold. You agree to reimburse each of Us for expenses, including attorneys' fees and expenses, arising out of such competing claims.

## C.2. Card Transactions

**C.2.a. Conveniences.** ATM Withdrawals: You can use Your Card to withdraw cash from Your Account at ATMs displaying the Visa or PLUS® logos.

*Cash Advances:* You can use Your Card to receive Cash Advances from Your Account through financial institutions that honor Cards bearing the Visa logo.

*Purchases/Card Authorizations:* You can use Your Card to purchase goods and services (Purchases) from merchants honoring Visa. You may also use Your Card to authorize others to place a hold on Your Available Balance to assure future payment (Card Authorizations).

**C.2.b. Out-of-Network Surcharges.** An out-of-network surcharge may be imposed for ATM usage (including Transactions and balance inquiries) by the owner of the ATM. No out-of-network surcharges are imposed by any of Us for usage of Your Card at an ATM.

**C.2.c. Cancellation of Card.** The Card may be cancelled by any of Us at any time without prior notice and will remain the property of Bank. Without limiting the foregoing, Your Card will be cancelled effective with the closing of Your Account.

### C.2.d. Restrictions.

*Purchasing Securities:* You may not use Your Card to purchase securities.

*Internet Gambling:* You may not use Your Card for internet gambling.

*Illegal Activities:* Use of Your Card for illegal activities is prohibited.

## C.3. Check Writing Privileges

**C.3.a. Check Writing Application and Checks.** If You have requested Check writing privileges for Your Account, Pershing must first approve Your application. Upon such approval, We will provide You with Checks.

We may refuse any withdrawal that You attempt on forms not approved by Us or by any method We do not specifically permit.

Each Check must be properly completed and signed by an authorized signer (as described below).

In writing Checks, We strongly suggest that You date them with a current date. We will not have liability to You for paying Checks which are postdated, stale dated or do not bear a date. If You do not wish Us to pay a Check You have issued, You should place a stop-payment order with Us. Please refer to the "Stop Payment — Checks" section of this Agreement.

**C.3.b. Authorized Signers.** In this Banking Services Agreement, the words "authorized signer" mean any of the following persons:

- Any person (other than a ward, conservatee or beneficiary) listed on a signature card, application, resolution or certificate of authority as being authorized to make withdrawals by Check, or otherwise, from Your Account;
- Any person who has a "power of attorney" or is an attorney-in-fact, agent, guardian, personal representative, trustee, custodian or some other fiduciary capacity (collectively, an "agent") to act for an owner (Pershing reserves the right to request and approve any such documentation, granting such powers);
- Any person that You authorize in writing to make withdrawals by Check, or otherwise, from Your Account; or
- Any person to whom You make Your Checkbook or Your Checking account number available.

The words "owner" and "owners" mean all persons (*other than a ward, conservatee*

*or beneficiary*) listed on a signature card or application but not persons who are authorized signers only because they are acting as an agent. Each of Administrator and Bank is authorized to follow the directions of Your agent regarding Your Account until they receive written notice that the agency or fiduciary relationship has been terminated and has had reasonable time to act upon that notice. We will not be liable to You in any way if Your agent misapplies any of the funds from Your Account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order or other document that has established the agency or other fiduciary relationship. For corporate, limited liability company, and partnership accounts, the corporation, limited liability company or partnership is the "owner."

**C.3.c. Multiple Required Signature Accounts.** If You (a) have specified that some or all Checks must be signed by more than one person, (b) have specified that the authorized signers for Checks in one category are different than those for another Check category, or (c) use Checks that require multiple signatures, You acknowledge that those restrictions are for Your internal use only and do not bind Us even if You have made Us aware of them in writing or otherwise. Pershing reserves the right to refuse to allow persons to open Accounts with these types of restrictions.

**C.3.d. Facsimile/Mechanical Signatures.** You may wish to use a facsimile signature stamp or other mechanical signature device to sign Checks or other orders relating to Your Account. If You do, We will, without contacting You, debit the Account for items bearing an imprint that looks substantially like Your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify Us and give Us a sample imprint if You plan to use such a device. If You do not give Us a sample, this section still applies to Your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of

unauthorized items bearing an imprint from, or similar to, Your authorized mechanical signature.

**C.3.e. Check Transactions.** Checks can be used for, or may result in, the following Transactions:

- Check writing capabilities; and
- Electronic Fund Transfers (e.g., certain Transactions via the Automated Clearing House).

**C.3.f. Copies of Cancelled Checks.**

We will not return to You Checks that have been paid against Your Account. At Your request We shall provide You with photocopies or image copies of Checks paid against the Account or other Account documentation, if such Checks or documents are available to Us under Our record retention policies. If You request a copy, We may impose a processing fee.

**C.3.g. Refusing Payment on Your Checks.**

If one of Your Checks is presented for payment and there are not sufficient available funds available in Your Account, or if the Check is not properly signed or contains some other irregularity, We may refuse payment and return the Check to the person who presented it. You acknowledge that it is difficult or impossible for Us to verify whether an endorsement by a corporation or other business entity is valid. You also acknowledge that it is difficult or impossible for Us to verify whether an endorsement by someone other than the person presenting a Check for payment is valid.

**C.3.h. Stop Payments — Checks.**

**Checks.** Unless otherwise provided, the provisions in this section cover stopping payment of Checks. Rules for stopping payment of other types of transfers of funds, such as consumer Electronic Fund Transfers, are mentioned elsewhere.

**Oral and Written Orders.** You are generally permitted to make stop-payment orders orally; telephone is the most common medium used. To request a stop payment, please call Us at 800-547-7008. When You place Your stop-payment order, the service representative will tell You what

information is needed to stop payment. If You provide Your stop-payment order in writing, You must send it to the address on page 9 of this Agreement. You must provide the following information to Us: Check Writing number; amount; Check number; name of party to be paid; date; and Your name and address. The stop-payment information must be correct and exact. If Your information is not correct and exact, We cannot assure You that Your order will be effective, and We will not be responsible for failure to stop payment.

**Who and for How Long.** You may stop payment on any Check whether You sign the item or not. Your stop-payment order is generally effective for only six months. We are not obligated to notify You when a stop-payment order expires. Unless You renew the stop payment for another six months, the Check may be paid even though it is a stale Check. We will accept stop-payment orders from any person with signing authority on Your Account, regardless of who wrote the Check. If You want to reverse a stop-payment request You must contact Pershing, not Administrator or Bank. As a security measure, Administrator and Bank will accept reverse of stop-payment requests only from Pershing.

**Indemnity.** If You stop payment on an item and any of Us incurs any damages or expenses because of the stop payment, You agree to indemnify Us for those damages or expenses, including attorneys' fees. You assign to each of Us all rights against the payee or any other holder of the item. You agree to cooperate with Us in any legal actions that We may take against such persons. You should be aware that anyone holding the item might be entitled to enforce payment against You despite the stop-payment order.

If a Check or Transaction is inadvertently permitted despite a stop order, the following rules will apply:

- You will have to prove to Administrator and Bank that You have suffered a loss and, if so, the amount of the loss;
- Administrator and Bank will be able to enforce any rights that the original payee or any other person who held the Check had against You; and

- the Account will not be recredited until You prove Your loss and We are satisfied that We are required by law to do so.

**Effective Date.** Stop-payment orders become effective the Business Day after We receive Your notification. The law provides additional limitations on Administrator's and Bank's obligation to stop payment. (*For example, You cannot stop payment on an item that has already been paid.*)

**Charges.** Stop-payment orders are subject to Our current charge for that Banking Service.

**C.3.i. Inconsistent Amounts.** Checks are processed by computers. The Check amount in numerals is the one encoded on the Check to be read by the computer. You agree that if the Check amount in words is different from the amount in numbers, We may charge against Your Account the amount in numbers instead of the amount in words.

**C.3.j. Consumer Electronic Check Representation.** Generally, if You write a Check on a personal Account that is returned unpaid because of insufficient or uncollected funds, the depositor of the Check or the depositor's bank may resend ("represent") the Check electronically. That is, the depositor or the depositor's bank may send Bank an electronic instruction ("electronic represented Check") to charge Your Account in the amount of the Check.

**C.3.k. Handling of Electronic Represented Checks.** If Administrator receives an electronic represented Check from the depositor or the depositor's bank via Bank, Administrator will pay or return the electronic represented Check as if the original paper Check were being represented to it. The part of this Agreement titled "Electronic Fund Transfers" will not apply to any electronic represented Check.

**C.3.l. Eligible Electronic Represented Checks.** For an electronic represented Check to be charged to Your Account, all of the following must be true:

- the electronic represented Check must relate to a paper Check on a personal account that Bank returned unpaid because of insufficient or uncollected funds;

- the paper Check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit;
- You must not have placed a stop payment on the paper Check after Bank returned it unpaid but before it was collected electronically;
- the paper Check must have been less than \$2,500.00 in amount;
- the paper Check must have been dated 180 days or less before the date on which the electronic represented Check is sent to Bank;
- the electronic re-presented Check must be for the face amount of the paper Check only and may not include any collection fee charged by the depositor, the depositor's bank, or a collection agency;
- the payee of the paper Check must have given You notice that, if the paper Check was returned unpaid because of insufficient or uncollected funds, the paper Check could be collected electronically;
- the electronic represented Check must have been sent to Bank no more than twice after the first time Bank returned the paper Check, or no more than once after the second time Bank returned the paper Check;
- the electronic represented Check must be an "item" as defined in Revised Article 4 of the UCC (1990 Official Text);
- the electronic represented Check must contain a pre-printed serial number;
- the electronic represented Check must indicate on the face of the document that the item was returned due to "not sufficient funds," "NSF," "uncollected funds" or comparable language; and
- the electronic represented Check must be drawn on a consumer account.

You may have the right to cause Us to reverse any ineligible or unauthorized electronic represented Check that We charged to Your Account. If You want to reverse an electronic represented Check because You placed a stop payment on the paper Check to which the electronic represented Check relates after Bank returned the paper Check unpaid but before it was collected electronically, You must notify Pershing within 15 days after We send or make available to You the periodic statement that reflects payment of that electronic represented Check. If You want to reverse an electronic

represented Check for any other reason, You must give Pershing an affidavit within 15 days after Pershing sends or makes available to You the periodic statement that reflects payment of that electronic represented Check. In Your affidavit, You must declare and swear under oath that the electronic represented Check was ineligible or unauthorized. If We receive Your notice or affidavit within the 15-day period, We will recredit Your Account with the amount of the charge. Write to Pershing at the address on page 9 of this Agreement.

**C.3.m. Stop Payment.** If You wish to stop payment of any electronic represented Check, You must follow the procedures contained in the section for stopping payment of Checks, not the procedures contained in the section for stopping payment on Electronic Fund Transfers.

**C.3.n. Insufficient Funds.** If one of Your Checks is presented for payment and there are not sufficient funds available in Your Account, Pershing may cause Bank (via Administrator) to pay or refuse to pay any or all such items in Our discretion. We may also charge Your Account a service charge, regardless of whether We pay the item or return the item unpaid. You have no right to request that any certain item be paid, and none of Us has any responsibility for paying or returning any item requested. If Your Account is overdrawn for any reason, You agree to deposit sufficient funds to cover the overdraft and Our service charge immediately. A determination of Your Account Balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made. Pershing will determine Your Account Balance based on information provided from time to time by Administrator, which may not be accurate at the time a particular item is presented to Administrator. You authorize Administrator and/or Bank to

return items for insufficient funds based on information provided by Pershing.

If there are sufficient funds to cover some but not all of Your Transactions, Pershing will allow those Transactions that can be paid, in any order convenient to Us. If, in Our sole discretion, We choose to allow Transactions for which there are not sufficient available funds, You agree to repay Us immediately the amount of the funds advanced to You. We may also assess Your Account a service charge. At no time shall We be required to allow You to overdraw Your Account even if We had allowed such activity on one or more prior occasions. You agree that We do not have to notify You when We refuse to pay a Check You have written, or if We pay a check that overdraws Your Account, or when We impose a fee in either case.

**C.3.o. Use of Check Images and Substitute Checks.** You agree that We may debit Your Account for a Check image of an original Check presented for payment or collection. In this situation, We may debit Your Account without receipt of, or review of, the original Check associated with the Check image. In Our sole discretion, We may return to a presenting bank, returning bank or paying bank or credit to Your Account, a paper copy or paper representation of an original Check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to Your Account that does not otherwise meet the technical or legal requirements for a substitute Check.

You agree that a check image that is received or created by Bank in the Check deposit, collection or return process shall be considered a "Check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a Check that You write may be truncated in the Check collection process and replaced with a substitute Check. You authorize Us to pay, process or return a substitute Check in the same manner as "Check" or "item" under this Agreement. Substitute Checks are governed under the Check Clearing for the 21st Century Act ("Check 21 Act") and the terms of this Agreement, to the extent not modified by

the Check 21 Act. **Notwithstanding the foregoing, You understand that Your Checks are drawn on an omnibus account maintained by Administrator (on behalf of Pershing) with Bank, and that as a result, You are not considered a “consumer” as that term is used in the Check 21 Act.**

You agree to indemnify and hold harmless Us, Our employees and agents from any loss, claim, damage or expense that You or any other person may incur directly or indirectly as a result of any action taken by Us to process a Check image or substitute Check instead of the original Check, including the destruction of the original Check, as described above, to the extent permitted by applicable law.

**C.3.p. Bank Branches.** Bank need not pay any Check presented at a branch office. Bank reserves the right to refuse to cash or to impose a charge on anyone who asks Bank to cash a Check that You have written. Even if Your Check is otherwise properly payable, We will not be liable to You for dishonor of Your Check, or otherwise, as a result of such refusal.

#### **C.4. Electronic Fund Transfers**

This section applies to funds transfers governed by the Electronic Fund Transfer Act and Regulation E (Subpart A), and some additional transactions that are similar and related.

##### **C.4.a. Types of Electronic Fund Transfers.**

**Card Transactions.** See the section on page 18 entitled Card Transactions — Conveniences for the types of Electronic Fund Transfers You can make with Your Card.

**Check Transactions — Electronic check conversions.** You may authorize a merchant or other payee to make a one-time electronic payment from Your Account using information from Your Check to:

- Pay for purchases
- Pay bills

**C.4.b. Limits on Dollar Amount of Card Transactions.** The ATM You use may have limits on the amount of cash that can be received at that machine.

These limits may include transactional and daily limits. We have a \$500.00 maximum for Silver Plus, \$1,500.00 for Gold and \$3,000.00 for Platinum withdrawal amount for ATM withdrawals per Banking Day, subject to Available Balance in Your Account. Limits may be changed by Us at any time and, if required by law, with advance notice. Sometimes a temporary \$500.00 limit per Banking Day may be imposed for security purposes or when the Card Transaction volume in Your Account exceeds normal conditions. There may be other limitations stated in this Agreement or in other agreement(s) between You and Pershing and You and American Century. Your Card may be used up to the Available Balance to withdraw from Your Account. However, there are thresholds that will require additional security verification. The thresholds are as follows: \$20,000.00 for Silver Plus, \$25,000.00 for Gold and \$30,000.00 for Platinum Card Transaction limit per day. ATM Withdrawals, Cash Advances, Purchases and Card Authorizations all count against these Card Transaction limits. In addition, there is a single Cash Advance Transaction threshold and a daily Cash Advance Transaction limit of \$20,000.00 for Silver Plus, \$25,000.00 for Gold and \$30,000.00 for Platinum per Banking Day.

**C.4.c. Limits on Frequency of Card Transactions.** In addition to the dollar amount limits, We reserve the right to impose a limit on the number of Card Transactions You can make on any Banking Day. For the purposes of maintaining security, We will not disclose that limit, except that You will be allowed to make at least five Card Transactions on any Banking Day under normal conditions.

**C.4.d. Retention of the Card.** Your Card may be retained by any ATM, merchant or participating financial institution if:

- the PIN is wrong after three attempts (certain ATMs may limit You to fewer attempts) or;
- You exceed the limits on dollar amounts and/or frequency of Transactions or;
- Your Card was reported lost or stolen or;
- Your Account has been closed or;

- Your Card expired or was replaced or;
- the machine is not operating properly or;
- there are other legitimate business reasons.

##### **C.4.e. Preauthorized ACH Transactions. Preauthorized ACH Credits.**

If You have arranged to have direct deposits made to Your Account at least once every 60 days from the same person or company, the person or company making the deposit should tell You every time they send Us the money. You can call Pershing at 1-800-547-7008 to find out whether or not the deposit has been made.

**Preauthorized ACH Payments — Stop Payment.** If You have told Us in advance to make regular payments out of Your Account, You can stop any of these payments. Here's how:

*General.* Call Us at 1-800-547-7008, or write Pershing at Pershing LLC, One Pershing Plaza, Asset Management Account Department, Jersey City, New Jersey 07399, in time for Us to receive Your request three Business Days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and which must be received by Us within 14 days after You call. (We may charge You a fee for each stop-payment order You give.)

*Notice of varying amounts.* If these regular payments may vary in amount, the person You are going to pay should tell You, 10 days before each payment, when it will be made and how much it will be.

*Liability for failure to stop payment of preauthorized transfer.* If You order Us to stop one of these payments three Business Days or more before the transfer is scheduled, and We do not do so, We will be liable for Your losses or damages.

##### **C.4.f. Lost or Stolen Cards or Unauthorized Transactions for Your Protection — Notify Us Promptly.**

You must tell Us AT ONCE if You believe Your Card has been lost or stolen or if You believe that an Electronic Fund Transfer has been made without Your permission using information from Your Check. Telephoning is the best way of

keeping Your possible losses down. *The loss, theft or unauthorized use of Your Card could cause You to lose all of the cash assets (Your Free Credit Balance and Fund shares) in Your Account, plus any amount up to the Available Margin Loan Value of Your marginable securities.* You will not be liable for unauthorized use of Your Card that occurs after You tell Us about the loss, theft or unauthorized use of Your Card.

You will have zero liability for unauthorized use of Your Card if the conditions set forth below have been met. Zero liability will apply only if:

- You report the loss or theft of Your Card within 24 hours of discovering it lost or stolen; and
- You can demonstrate that You have exercised reasonable care in safeguarding Your Card from risk of loss or theft; and
- You have not reported two or more incidents of unauthorized use to Us within the preceding 12 months; and
- Your Account is in good standing.

If the above conditions have not been met, and You tell Us within two Business Days after You learn of the loss or theft of a Card or PIN, You can lose no more than \$50.00 if someone used Your Card or PIN without Your permission.

#### **TO PROTECT YOUR ACCOUNT AND LIMIT YOUR LIABILITY, WE RECOMMEND THAT YOU:**

- **DO NOT PROVIDE ANYONE WITH YOUR PIN;**
- **DO NOT WRITE YOUR PIN ON THE CARD;**
- **DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE CARD and**
- **DO NOT TELL ANYONE YOUR PIN, NOT EVEN SOMEONE FROM ADMINISTRATOR, BANK OR PERSHING.**

If You do NOT tell Us within two Business Days after You learn of the loss or theft of Your Card or PIN, and We can prove We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, You could lose as much as \$500.00. With respect to ACH Transactions, You will generally not be liable for Unauthorized Transactions unless You fail to notify Us within the time period as described in the next paragraph.

**If You do not tell Pershing within 60 days after the statement was FIRST mailed or made available to You, You may not get any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Pershing in time.**

**C.4.g. Errors and Questions.** In case of errors or questions about Your Electronic Fund Transfer, please contact Pershing at the address and phone number stated on page 9 of this Agreement immediately, if You think Your statement or receipt is wrong or if You need more information about a transfer listed on the statement or receipt. Pershing must hear from You no later than 60 days after Pershing sent or made available the FIRST statement on which the problem or error appeared.

**Information to Provide.** If You tell Us orally, We may require You to send Administrator Your complaint or question in writing within 10 Business Days. We will need the following information:

- Your name, Your Account number, Your address, and the date of the Transaction;
- A description of the error or Transaction in question, explaining as clearly as possible why You believe it is an error or why You need more information;
- The dollar amount of the Transaction and, if different, the amount of the suspected error.

#### **Timing of Error Resolution Process.**

Except as otherwise stated in this Agreement, We will determine whether an error occurred within 10 Business Days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 calendar days to investigate Your complaint or question. In this event, We will generally credit Your Account within 10 Business Days for the amount You think is in error so that You will have use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 Business Days, We need not credit Your Account or We may reverse any credit previously made to Your Account. Margin accounts need not be credited during Our investigation.

**Foreign Transactions.** For Card Transactions initiated outside the United States, the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days.

**Purchases.** For point-of-sale transactions (that is, Purchases and Cash Advances), the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days.

**New Accounts.** For Accounts that have been open for 30 calendar days or less, the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days and We may take up to 20 Business Days to credit Your Account while investigating.

**Informing You of the Results.** In any case, We will tell You the results within three Business Days after We complete Our investigation. If We decide that there was no error, We will reverse the applicable credit and send You a written explanation. You may ask Us for copies of the documents that We used in Our investigation.

#### **C.4.h. Our Liability for Failure to Complete Electronic Fund Transfers.**

If We do not complete an Electronic Fund Transfer to or from Your Account on time or in the correct amount according to this Agreement, We will be liable for Your losses or damages. However, there are some exceptions. We will not be liable, for instance if:

- through no fault of Ours, You do not have a sufficient Available Balance to make the Transaction; or
- any ATM, other device, Card or computer system was not working properly and You knew about the breakdown when You started the Transaction; or
- the ATM or other device You are using for the Transaction does not have enough cash; or
- the ATM or other device You are using for the Transaction was unable to process the Transaction; or
- Your Account is frozen (for example, because of a court order or other similar reason) and We are not permitted to make the Transaction; or
- circumstances beyond Our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that We have taken; or



- You have failed to enter Your correct PIN after the maximum number of attempts permitted; or
- You failed to use the ATM, other device, Card or computer system in accordance with instructions; or
- We have limited or refused to complete Transactions for security reasons; or
- We have reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Agreement or otherwise notified to You by Us or in Your other agreements with Pershing. None of Us will be responsible for any person's actions in refusing to honor or accept Your Card or Checks or in taking possession of Your Card. In any case, We will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by Us despite Our procedures to avoid such errors.

**C.4.i. Card Transaction Receipts.** You can get a receipt at the time You make Card Transactions, except for Card Transactions You make by telephone, mail or via the internet. Receipts may not be provided for Purchases of \$15.00 or less, or for Card Transactions performed outside the United States. Card Transactions will also be reflected on Your Account statement.

Merchants generally maintain receipts of Card Transactions for 12 months, which merchants are not required to provide unless requested in connection with fraud investigation or legal purposes. If You call Pershing, We will attempt to obtain copies of drafts. If You request a copy of a sales draft, Your Account may be charged a fee, plus the amount of any third-party fees to obtain the sales draft.

### **C.5. Confidentiality**

You give Us permission to share information with Pershing, Administrator and Bank. Under normal circumstances, We will not reveal any information about Your Accounts to third parties. We will not reveal any information to third parties about Your Account and Your Transactions EXCEPT: (1) You hereby authorize Us to share information concerning Your Transactions with

Pershing, Administrator and Bank; or (2) where it is necessary for completing Your Transactions or providing any related Card and/or Check benefits to You; or (3) in order to verify the existence and condition of Your Account for a third party, such as a credit bureau or merchant; or (4) in order to comply with laws or with orders or subpoenas of government agencies or courts; or (5) if You give Us written permission; or (6) to other persons and entities in order to resolve disputes arising from Transactions; or (7) in the circumstances contemplated by Pershing's Privacy Policy, as furnished to You separately and updated or amended from time to time by Pershing.

### **C.6. Disputes Involving Your Account**

To the fullest extent permitted by law, You agree to be liable to Us for any loss, costs, or expenses, including reasonable attorneys' fees, that We may incur as a result of any dispute involving Your Account. To the fullest extent permitted by law, You authorize Us to deduct any such loss, costs or expenses from Your Account without prior notice to You. This obligation includes disputes between You and Us involving the Account and situations where We become involved in disputes between You and an authorized signor, another joint owner or a third party claiming an interest in the Account. Also, it includes those situations where You, an authorized signor, another joint owner or a third party take some action with respect to the Account which causes Us to seek the advice of counsel, even though We do not actually become involved in the dispute.

### **C.7. Our Duty of Care**

The duty of care of Pershing, Administrator and Bank to You is satisfied if reasonable banking procedures are followed. Unless We have specifically agreed with You in writing, Our duties will not include monitoring nonstandard instructions or other legends appearing on Checks. We shall be deemed to have exercised ordinary care as to Your signature if We process Your Check by automated means only (so as to clear the largest number of checks at the lowest cost to customers) or if any unauthorized

signature or alteration is so skillfully made that a reasonably careful person would not readily detect it. A clerical error or mistake in judgment is not to be considered a failure to meet the duty of care of Pershing, Administrator or Bank.

The obligations of Pershing, Administrator and Bank are set forth in this Agreement. None of Pershing, Administrator or Bank is liable for the obligations of the others.

### **C.8. Extraordinary Events**

Pershing shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond Our control.

### **C.9. Terminating Your Banking Services**

Pershing, Administrator, Bank or You may terminate this Banking Services Agreement, including the use of Check writing services, Cards or other Banking Services, if applicable, at any time, without closing Your Account. Without limiting the foregoing, Your Card will be cancelled and Your Check writing services, Cards or other Banking Services, as applicable, terminated effective with the closing of Your Account.

You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, You shall promptly destroy all Checks and Cards. Failure to do so may result in a delay in Our complying with Your instructions regarding the disposition of assets.

### **C.10. Lawful Use**

You agree to use Your Account, Card and Checks only for lawful purposes. By entering into this Agreement, You represent to Us that You are not now aware of any pending or threatened criminal proceedings that could result in losing any money in Your Account.

### **C.11. Accounts That Are Not Consumer Accounts/Non-Personal Accounts**

If You are not a "consumer" as defined in Regulation E, none of Us is required

to respond to Your questions about Transactions within the time periods specified in the section titled Electronic Fund Transfers and the limitations on Your liability for Unauthorized Transactions described above do not apply. Similarly, the parameters surrounding liability, confidentiality and Documentation requirements with respect to Electronic Fund Transfers outlined above apply only with respect to Accounts established primarily for personal, family or household purposes.

### **C.12. Governing Law**

Except where specified, this Banking Services Agreement with respect to PNC Bank, N.A. shall be governed by the laws of the Commonwealth of Pennsylvania and the United States of America, as amended, and with respect to The Bank of New York Mellon shall be governed by the laws of the State of New York and the United States of America, as amended.

### **C.13. Priority of Agreements**

In the event of any conflict between this Banking Services Agreement and any other agreement You have with Pershing and/or American Century, this Banking Services Agreement will control with respect to Your Checks, Cards, ACH and any Transactions described herein.

### **C.14. Representations and Amendments**

You agree that We shall have the right to amend this Banking Services Agreement at any time by sending notice of the amendment to You. An amendment shall be effective as of the date We establish. If We make any changes to this Banking Services Agreement that will affect You adversely (by increasing costs or liability to You, or limiting access to Your Account), We will notify You prior to the change as required by law. The change will automatically become effective unless, prior to the effective date, You notify Us of Your intention to terminate Your Check writing privileges, Card or other Banking Services, as applicable. We reserve the right to make emergency changes for security reasons, without prior written notice to You.

## **SECTION D — BILLSUITE™ AGREEMENT**

### **D.1. Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the BillSuite Service when You are scheduling the payment. Therefore, the BillSuite Service will not permit You to select a Scheduled Payment Date prior to the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments You must select a Scheduled Payment Date that is no later than the actual Due Date reflected on Your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, You must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### **D.2. The BillSuite Service Guarantee**

Due to circumstances beyond the control of the BillSuite Service Provider, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to Your account. The BillSuite Service Provider will bear responsibility for any late payment-related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this BillSuite Agreement.

### **D.3. Payment Authorization and Payment Remittance**

By providing the BillSuite Service Provider with names and account information of Billers to whom You wish to direct payments, You authorize the BillSuite Service Provider to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the BillSuite Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the BillSuite Service Provider receives a Payment Instruction, You authorize the BillSuite Service Provider (through Your financial institution) to debit Your Payment Account and remit funds on Your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by You. You also authorize the BillSuite Service Provider (through Your financial institution) to credit Your Payment Account for payments returned to the BillSuite Service Provider by the United States Postal Service or Biller, or payments remitted to You on behalf of another authorized user of the BillSuite Service.

The BillSuite Service Provider will use its best efforts to make all Your payments properly. However, the BillSuite Service Provider shall incur no liability and any BillSuite Service Guarantee shall be void if the BillSuite Service Provider is unable to complete any payments initiated by You because of the existence of any one or more of the following circumstances:

- If, through no fault of the BillSuite Service Provider, Your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed any credit limit extended to You in Your margin account;
- The payment processing center is not working properly and You know or have been advised by the BillSuite Service Provider about the malfunction before You execute the transaction;
- You have not provided the BillSuite Service Provider with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller and/or
- Circumstances beyond control of the BillSuite Service Provider (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction and the BillSuite Service Provider has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the BillSuite Service Provider causes an incorrect amount of funds to be removed from Your Payment Account or causes funds from Your Payment Account to be directed to a Biller which does not comply with

Your Payment Instructions, the BillSuite Service Provider shall be responsible for returning the improperly transferred funds to Your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for Your losses and damages.

#### **D.4. Payment Methods**

The BillSuite Service Provider reserves the right to select the method by which to remit funds on Your behalf to Your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft (funds remitted to the Biller are deducted from Your Payment Account when the laser draft is presented to Your financial institution for payment).

#### **D.5. Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the BillSuite Service. There is no charge for cancelling or editing a Scheduled Payment. Once the BillSuite Service has begun processing a payment it cannot be cancelled or edited, therefore a stop-payment request must be submitted.

#### **D.6. Stop-Payment Requests**

The BillSuite Service Provider's ability to process a stop-payment request will depend on the payment method and whether or not a check has cleared. The BillSuite Service Provider may also not have a reasonable opportunity to act on any stop-payment request after a payment has been processed. If You desire to stop any payment that has already been processed, You must contact Customer BillSuite Service (see Section D.13 for Our contact information). Although the BillSuite Service Provider will make every effort to accommodate Your request, the BillSuite Service Provider will have no liability for failing to do so. The BillSuite Service Provider may also require You to present Your request in writing within fourteen (14) days. The charge for each stop-payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **D.7. Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the BillSuite Service.

#### **D.8. Exception Payments**

Tax payments and court ordered payments may be scheduled through the BillSuite Service, however such payments are discouraged and must be scheduled at Your own risk. In no event shall the BillSuite Service Provider be liable for any claims or damages resulting from Your scheduling of these types of payments. The BillSuite Service Guarantee as it applies to any late payment-related charges is void when these types of payments are scheduled and/or processed by the BillSuite Service. The BillSuite Service Provider has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of You and not of the BillSuite Service Provider.

#### **D.9. Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is Your sole responsibility to contact Your Billers directly if You do not receive Your bill or statements. In addition, if You elect to activate one of the BillSuite Service's electronic bill options, You also agree to the following:

- Information provided to the Biller — The BillSuite Service is unable to update or change Your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses with the electronic Biller. Any changes will need to be made by You contacting the Biller directly. Additionally it is Your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The BillSuite Service may, at the request of the Biller, provide to the Biller Your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing You about service and/or bill information.

- Activation — Upon activation of the electronic bill feature the BillSuite Service may notify the Biller of Your request to receive electronic billing information. The presentment of Your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of Your statements is at the sole discretion of the Biller. While Your electronic bill feature is being activated it is Your responsibility to keep Your accounts current. Each electronic Biller reserves the right to accept or deny Your request to receive electronic bills.

- Authorization to obtain bill data — Your activation of the electronic bill feature for a Biller shall be deemed by Us to be Your authorization for Us to obtain bill data from the Biller on Your behalf. For some Billers, You will be asked to provide Us with Your user name and password for that Biller. By providing Us with such information, You authorize Us to use the information to obtain Your bill data.

- Notification — The BillSuite Service will use its best efforts to present all of Your electronic bills promptly. In addition to notification within the BillSuite Service, the BillSuite Service may send an e-mail notification to the e-mail address, if any, You provided to the BillSuite Service. It is Your sole responsibility to ensure that this information is accurate. In the event You do not receive notification, it is Your responsibility to periodically log on to the BillSuite Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

- Cancellation of electronic bill notification — The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of Your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The BillSuite Service will notify Your electronic Biller(s) as to the change in status of Your Account, but it is Your sole responsibility to make arrangements for an alternative form of bill delivery. The BillSuite Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- Non-Delivery of electronic bill(s) — You agree to hold the BillSuite Service harmless should the Biller fail to deliver Your bill(s) or statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- Accuracy and dispute of electronic bill — The BillSuite Service is not responsible for the accuracy of Your electronic bill(s). The BillSuite Service is only responsible for presenting the information We receive from the Biller. Any discrepancies or disputes regarding the accuracy of Your electronic bill summary or detail must be addressed with the Biller directly.
- This BillSuite Agreement does not alter Your liability or obligations that currently exist between You and Your Billers.

#### **D.10. Exclusions of Warranties**

**THE BILLSUITE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **D.11. Password and Security**

You agree not to give or make available Your password or other means to access Your Account to any unauthorized individuals. You are responsible for all payments You authorize using the BillSuite Service. If You permit other persons to use the BillSuite Service or Your password or other means to access Your Payment Account, You are responsible for any transactions they authorize. If You believe that Your password or other means to access Your Payment Account has been lost or stolen or that someone may attempt to use the BillSuite Service without Your consent or has transferred money without Your permission, You must notify American Century at once.

#### **D.12. Your Liability for Unauthorized Transfers**

If You tell Us within two (2) Business Days after You discover Your password or other means to access Your Account through the BillSuite Service has been

lost or stolen, Your liability is no more than \$50.00 should someone access Your Account through the BillSuite Service without Your permission. If You do not tell Us within two (2) Business Days after You learn of such loss or theft, and We can prove that We could have prevented the unauthorized use of Your password or other means to access Your Account through the BillSuite Service if You had told Us, You could be liable for as much as \$500.00. If Your monthly financial organization statement contains transfers that You did not authorize, You must tell Us at once. If You do not tell Us within sixty (60) days after the statement was sent to You, You may lose any amount transferred without Your authorization after the sixty (60) days if We can prove that We could have stopped someone from taking the money had You told Us in time. If a good reason (such as a long trip or a hospital stay) prevented You from telling Us, We will extend the period.

#### **D.13. Errors and Questions**

In case of errors or questions about Your transactions, You should as soon as possible notify Administrator via one of the following:

- Telephone Us at 1-866-458-7585 during Customer Service hours; and/or,
- Write Us at:  
 BNY Mellon Investment Servicing  
 Trust Company  
 BTS Operations  
 701 Market Street  
 3rd Floor AIM 199-3517  
 Philadelphia, PA 19106

If You think Your Account statement is incorrect or You need more information about a BillSuite Service transaction listed on the statement, We must hear from You no later than sixty (60) days after the FIRST statement was sent to You on which the problem or error appears. You must:

- Tell Us Your name and Account number;
- Describe the error or the transaction in question, and explain as clearly as possible why You believe it is an error or why You need more information; and,
- Tell Us the dollar amount of the suspected error.

If You tell Us verbally, We may require that You send Your complaint in writing within ten (10) Business Days after Your verbal notification. We will tell You the results of Our investigation within ten (10) Business Days after We hear from You, and will correct any error promptly. However, if We require more time to confirm the nature of Your complaint or question, We reserve the right to take up to forty-five (45) days to complete Our investigation. If We decide to do this, We will provisionally credit Your Payment Account within ten (10) Business Days for the amount You think is in error. If We ask You to submit Your complaint or question in writing and We do not receive it within ten (10) Business Days, We may not provisionally credit Your Payment Account. We will tell You the results within three Business Days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of documents used in Our investigation. The BillSuite Service Provider may revoke any provisional credit provided to You if We find an error did not occur.

#### **D.14. Disclosure of Account Information to Third Parties**

It is BillSuite Service Provider's general policy to treat Your Account information as confidential. However, the BillSuite Service Provider will disclose information to third parties about Your Account or the transactions You make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of Your Account to a third party, such as a credit bureau or Biller;
- For product improvement purposes using aggregated information;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders;
- If You give Us Your written permission.

### **D.15. Service Fees and Additional Charges**

Any applicable fees will be charged regardless of whether the BillSuite Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the BillSuite Service Provider through American Century to deduct the calculated amount from Your designated Billing Account for these amounts and any additional charges that may be incurred by You. Any financial fees associated with Your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by Your telephone and/or Internet service provider.

### **D.16. Failed or Returned Transactions**

In using the BillSuite Service, You are requesting the BillSuite Service Provider to make payments for You from Your Payment Account. If We are unable to complete the transaction for any reason associated with Your Payment Account (for example, there are insufficient funds in Your Payment Account to cover the transaction), the transaction may not be completed. In some instances, You will receive a return notice from the BillSuite Service Provider. In each such case, You agree that:

- You will reimburse the BillSuite Service Provider immediately upon demand the transaction amount that has been returned to the BillSuite Service Provider;
- For any amount not reimbursed to the BillSuite Service Provider within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- You will reimburse the BillSuite Service Provider for any fees imposed by American Century as a result of the return;
- You will reimburse the BillSuite Service Provider for any fees it incurs in attempting to collect the amount of the return from You; and
- The BillSuite Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

### **D.17. Alterations and Amendments**

This BillSuite Agreement, applicable fees and service charges may be altered or amended by the BillSuite Service Provider from time to time. In such event, the BillSuite Service Provider shall provide notice to You. Any use of the BillSuite Service after the BillSuite Service Provider provides You with a notice of change will constitute Your agreement to such change(s). Further, the BillSuite Service Provider may, from time to time, revise or update the BillSuite Service's applications, services and/or related material, which may render all such prior versions obsolete. Consequently, the BillSuite Service Provider reserves the right to terminate this BillSuite Agreement as to all such prior versions of the BillSuite Service's applications, services, and/or related material and limit access to only the BillSuite Service's more recent revisions and updates.

### **D.18. Address or Account Changes**

It is Your sole responsibility to ensure that the contact information in Your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. Any changes in Your Payment Account should be made in accordance with the procedures outlined within the BillSuite Service's Help files (which are located on the BillSuite website). All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The BillSuite Service Provider is not responsible for any payment processing errors or fees incurred if You do not provide accurate Payment Account or contact information.

### **D.19. Service Termination, Cancellation or Suspension**

In the event You wish to cancel the BillSuite Service, please contact American Century directly, or You may contact customer service via one of the following:

- Telephone Us at 1-866-458-7585 during customer service hours; and/or

- Write Us at:  
BNY Mellon Investment Servicing  
Trust Company  
Customer Care  
701 Market Street  
3rd Floor AIM 199-3517  
Philadelphia, PA 19106

Any payment(s) the BillSuite Service has already processed before the requested cancellation date will be completed by the BillSuite Service. All Scheduled Payments including recurring payments will not be processed once the BillSuite Service is cancelled. The BillSuite Service Provider may terminate or suspend BillSuite Service to You at any time. Neither termination nor suspension shall affect Your liability or obligations under this BillSuite Agreement.

### **D.20. Biller Limitation**

The BillSuite Service Provider reserves the right to refuse to pay any Biller to whom You may direct a payment. The BillSuite Service Provider will notify You promptly if it decides to refuse to pay a Biller designated by You. This notification is not required if You attempt to make a prohibited payment or an exception payment under this BillSuite Agreement.

### **D.21. Returned Payments**

In using the BillSuite Service, You understand that Billers and/or the United States Postal Service may return payments to the BillSuite Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The BillSuite Service Provider will use its best efforts to research and correct the returned payment and return it to Your Biller, or void the payment and credit Your Payment Account. You may receive notification from the BillSuite Service Provider.

### **D.22. Information Authorization**

Your enrollment in the BillSuite Service may not be fulfilled if the BillSuite Service Provider cannot verify Your identity or other necessary information. Through Your enrollment in the BillSuite Service, You agree that the BillSuite Service

Provider reserves the right to request a review of Your credit rating at its own expense through an authorized bureau. In addition, You agree that the BillSuite Service Provider reserves the right to obtain financial information regarding Your Account from a Biller or Your financial institution (for example, to resolve payment posting problems or for verification).

### **D.23. Disputes**

In the event of a dispute regarding the BillSuite Service, You and the BillSuite Service Provider agree to resolve the dispute by looking to this BillSuite Agreement. You agree that this BillSuite Agreement is the complete and exclusive statement of the agreement between You and the BillSuite Service Provider which supersedes any proposal or prior agreement, oral or written, and any other communications between You and the BillSuite Service Provider relating to the subject matter of this BillSuite Agreement. If there is a conflict between what an employee of the BillSuite Service Provider or Customer BillSuite Service Department says and the terms of this BillSuite Agreement, the terms of this BillSuite Agreement will prevail.

### **D.24. Assignment**

You may not assign this BillSuite Agreement to any other party. The BillSuite Service Provider may assign this BillSuite Agreement to any future, directly or indirectly, affiliated company. The BillSuite Service Provider may also assign or delegate certain of its rights and responsibilities under this BillSuite Agreement to independent contractors or other third parties.

### **D.25. No Waiver**

The BillSuite Service Provider shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the BillSuite Service Provider. No delay or omission on the part of the BillSuite Service Provider in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **D.26. Governing Law**

This BillSuite Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this BillSuite Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this BillSuite Agreement shall remain in full force and effect.

### **D.27. Limitation of Liability**

**THE FOREGOING SHALL CONSTITUTE THE BILLSUITE SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE BILLSUITE SERVICE.**

## **SECTION E — MISCELLANEOUS**

### **E.1. Client Information**

You understand additional restrictions may apply to the services and additional documentation may be required by applicable law or Our policies and procedures. You agree to promptly comply with any such restrictions and requests for additional documents.

### **E.2. Charges/Service Charges/Expenses**

Pershing and/or American Century may charge certain fees, including an annual fee, to Your Account for the financial services provided to You under this Agreement. Your Account may also incur service charges based upon Account activity, items returned unpaid, stop-payment orders, garnishments, levies, copies or images of cancelled Checks

or for other Corestone Account Services related to Your Account. The fees and charges are set forth on the Financial Terms Card, and they are subject to change upon notice to You, but advance notice will be provided if required by applicable law.

You agree to repay Pershing and/or American Century all of Pershing's and/or American Century's expenses, including attorneys' fees and legal expenses, to collect money You owe Pershing, Administrator, Bank, CheckFree and/or American Century because of Your Account or for any dispute relating to Your Account.

### **E.3. Extraordinary Events**

To the fullest extent allowable under law, We are not responsible and You agree not to hold Us liable for losses caused directly or indirectly by conditions beyond Our control, including, but not limited to: war, natural disaster, terrorism, government restriction, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts' reports, market volatility or disruptions in orderly trading on any exchange or market.

### **E.4. Recording Conversations and Monitoring Electronic Communications**

For the parties' mutual protection, You understand, agree, and expressly consent to Pershing's, Administrator's and Bank's electronic recordation of any of Your telephone conversations with them and to Pershing's, Administrator's and Bank's monitoring of Your electronic communications with them, including but not limited to e-mail and facsimile transmission.

### **E.5. Separability**

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or

unenforceable provision or condition were not contained herein.

### **E.6. Headings Are Descriptive**

The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

### **E.7. Scope and Transferability**

This Agreement shall cover all aspects of the Account, including brokerage (via the Brokerage Agreement) and Check writing privileges, Card services and associated ACH Transactions (via the Banking Services Agreement) and BillSuite Services (via the BillSuite Agreement) and shall inure to the benefit of each of Our successors whether by merger, consolidation, or otherwise, and assigns, and each of Us may transfer Your Account to Our respective successors and assigns, and this Agreement shall be binding upon Your heirs, executors, administrators, successors and assigns.

### **E.8. Entire Agreement**

**Brokerage Agreement.** Sections A, B and E of this Agreement constitute the Brokerage Agreement and reflect the full and entire understanding between the parties with respect to the provisions therein, and there are no oral or other agreements in conflict therewith.

**Banking Services Agreement.** Sections A, C and E of this Agreement constitute the Banking Services Agreement and reflect the full and entire understanding between the parties with respect to the provisions therein, and there are no oral or other agreements in conflict therewith.

**BillSuite Agreement.** Sections A, D and E of this Agreement constitute the BillSuite Agreement and reflect the full and entire understanding between the parties with respect to the provisions therein, and there are no oral or other agreements in conflict therewith.

KEEP THIS COPY FOR YOUR RECORDS.

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MC6845

ECAGR-PER-CSTONE-07-13

Corestone Account is a registered trademark of Pershing LLC. American Century Investment Services has chosen Pershing for the brokerage platform.

# III. Margin Agreement

In consideration of Pershing accepting and carrying one or more accounts introduced to Pershing by American Century, which American Century is intended to have the benefit and is a third-party beneficiary of this agreement, you agree as follows:

## Role of Pershing and American Century

You understand that Pershing is the carrier of the accounts as clearing broker pursuant to a clearing agreement with American Century. Until receipt from you of written notice to the contrary, Pershing may accept from American Century, without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin or otherwise, and (ii) any other instructions concerning said accounts. Notices to you concerning margin requirements or other matters related to your accounts usually will go through American Century although direct notice to you with duplicate notice to American Century may occur if market conditions, time constraints, or other circumstances require it. Pershing shall not be responsible or liable for any acts or omissions of American Century or its employees. You understand that Pershing provides no investment advice, nor does Pershing give advice or offer any opinion with respect to the suitability of any transaction or order. You understand that American Century is not acting as the agent of Pershing and you agree that you will in no way hold Pershing, its other divisions, and its officers, directors, and agents liable for any trading losses incurred by you.

## 1. Applicable Rules and Regulations

All transactions for you shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market and its clearing house, if any, where executed by Pershing or its agents, including its subsidiaries and affiliates.

## 2. Definitions

For purposes of this agreement "securities, commodities, and other property," as used herein shall include, but not be limited to money, securities, and commodities of every kind and nature and all contracts and options relating thereto, whether for present or future delivery.

## 3. Lien

All securities, commodities, and other property of yours, which Pershing may at any time be carrying for you, or which may at any time be in Pershing's possession or under Pershing's control, shall be subject to a general lien and security interest in Pershing's favor for the discharge of all your indebtedness and other obligations to Pershing, without regard to Pershing having made any advances in connection with such securities and other property and without regard to the number of accounts you may have with Pershing. In enforcing its lien, Pershing shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. Securities and other property held in your retirement account(s) maintained by Pershing, which may include IRAs or qualified plans, are not subject to this general lien and such securities or other property may only be used to satisfy your indebtedness or other obligations to American Century and/or Pershing related to your retirement account(s).

## 4. Liquidation

If, in its discretion, Pershing considers it necessary for protection to require additional collateral, or in the event that a petition in bankruptcy is filed, or the appointment of a receiver is filed by or against you, or an attachment is levied against your accounts, or in the event of your death, Pershing shall have the right to sell any or all securities, commodities, and other property in your accounts with Pershing, whether carried individually or jointly with others, to buy any or all securities, commodities, and other property which may be short

in such accounts, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at Pershing's discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and Pershing may be the purchaser for its own account. It being understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of Pershing's right to sell or buy without demand or notice.

## 5. Payment of Indebtedness upon Demand and Liability for Costs of Collection

You shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of your accounts with Pershing, and you shall be liable to Pershing for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by Pershing or by you; and, you shall make payments of such obligations and indebtedness upon demand. The reasonable cost and expense of collection of the debit balance, recovery of securities, and any unpaid deficiency in your accounts with Pershing, including, but not limited to attorney's fees, incurred and payable or paid by Pershing shall be payable to Pershing by you.

## 6. Pledge of Securities

All securities, commodities, and other property now or hereafter held, carried, or maintained by Pershing in its possession in any of your accounts may be pledged, repledged, hypothecated or rehypothecated by Pershing from time to time, without notice to you, either separately or in common with other such securities, commodities, and other property for any amount due in your accounts, or for any greater amount, and



Pershing may do so without retaining into its possession or control for delivery, a like amount of similar securities, commodities, or other property.

## **7. Margin Requirements, Credit Charges and Credit Investigation**

You will at all times maintain such securities, commodities, and other property in your accounts for margin purposes as Pershing shall require from time to time via a margin call or other request, and the monthly debit balances or adjusted balances in your accounts with Pershing shall be charged, in accordance with Pershing practice, with interest at a rate permitted by laws of the state of New York. It is understood that the interest charge made to your account at the close of a charge period will be added to the opening balance for the next charge period unless paid.

You acknowledge receipt of the Disclosure Statement from American Century, which explains the conditions under which interest can be charged to your account, the annual rate of interest, how debit balances are determined, and the methods of computing interest. You further acknowledge receipt of the Margin Disclosure Statement (refer to Section IV, page 34), which provides some basic facts about purchasing securities on margin and alerts you to the risks involved with trading securities in a margin account.

In regard to margin calls, whether for maintenance or any other margin call, in lieu of immediate liquidations, Pershing, through American Century, may permit you a period of time to satisfy a call. This time period shall not in any way waive or diminish Pershing's right in its sole discretion, to shorten the time period in which you may satisfy the call, including one already outstanding, or to demand that a call be satisfied immediately. Nor does such practice waive or diminish the right of Pershing and/or American Century to sell out positions to satisfy the call, which can be as high as the full indebtedness owed by you. Margin requirements may be established and changed by Pershing in its sole discretion and judgment without notice

to you. In making this determination, Pershing may take into account various factors including but not limited to (i) issues as to your securities such as, among others, the liquidity of a position and concentrations of securities in an account, (ii) considerations as to your status, including but not limited to a decline in creditworthiness, (iii) the size of the account, (iv) the general condition of the market, (v) considerations as to the ability of Pershing to obtain financing, and (vi) regulatory interpretations or guidance. You may contact American Century for the latest information on margin requirements.

Pershing may exchange credit information about you with others. Pershing may request a credit report on you and upon request, Pershing will state the name and address of the consumer reporting agency that furnished it. If Pershing extends, updates, or renews your credit, Pershing may request a new credit report without telling you.

## **8. Communications**

Communications may be sent to you at your current address, which is on file at Pershing's office, or at such other address as you may hereafter give Pershing in writing, or through American Century, and all communications, so sent, whether by mail, telegraph, messenger, or otherwise, shall be deemed given to you personally, whether actually received or not.

## **9. Scope and Transferability**

This agreement shall cover individually and collectively all accounts that you may open or reopen with Pershing, and shall inure to the benefits of its successors and assigns, whether Pershing's merger, consolidation, or otherwise, and Pershing may transfer your accounts to its successors and assigns, and this agreement shall be binding upon your heirs, executors, administrators, successors, and assigns.

## **10. No Professional Advice**

You acknowledge that Pershing will not provide you with any investment, legal, tax, or accounting advice, that its employees are not authorized to give any such advice, and that you will not

solicit or rely upon any such advice from Pershing or its employees whether in connection with transactions in or for any of your accounts or otherwise. In making investment, legal, tax, or accounting decisions with respect to transactions in or for your accounts or any other matter, you will consult with and rely upon your own advisors and not Pershing, and Pershing shall have no liability therefore.

## **11. Extraordinary Events**

Pershing shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond its control.

## **12. Representations as to Capacity to Enter into Agreement**

You, if an individual, represent that you are of full age, that unless otherwise disclosed to Pershing in writing you are not an employee of any exchange; or an employee of any corporation of which any exchange owns a majority of the capital stock; or an employee of a member firm or member corporation registered on any exchange; or an employee of a bank, trust company, insurance company; or an employee of any corporation, firm, or individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptances, or other forms of commercial paper. You further represent that no one except you has an interest in your account or accounts with Pershing.

## **13. Joint and Several Liability**

If you shall consist of more than one individual, their obligations under this agreement shall be joint and several. You have executed the Joint Account Agreement and made the election required therein. Pursuant to that agreement, Pershing may, but is not required to, accept instructions from either joint party.

## **14. Option Transactions**

If at any time you shall enter into any transaction for the purchase or resale of an option contract, you hereby agree to abide by the rules of any national securities association, registered

securities exchange, or clearing organization applicable to the trading of option contracts and, acting alone or in concert, will not violate the position or exercise limitation rules of any such association, exchange, the Options Clearing Corporation, or other clearing organization.

### 15. Separability

If any provision or condition of this agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

### 16. Headings are Descriptive

The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

### 17. Assignment of Pershing's Rights under This Agreement to American Century

You agree that any rights that Pershing has under this agreement, including but not limited to the right to collect any debit balance or other obligations owing in any of your accounts, may be assigned to American Century so that American Century may collect from you independently or jointly with Pershing, or enforce any other rights granted to Pershing under this agreement.

### 18. No Waiver

This agreement cannot be modified by conduct and no failure on the part of Pershing at any time to enforce its rights hereunder to the greatest extent permitted shall in any way be deemed to waive, modify, or relax all of the rights granted Pershing herein, including those rights vested in Pershing to deal with collateral on all loans advanced to you.

### 19. Entire Agreement

This agreement constitutes the full and entire understanding between the parties with respect to the provisions herein, and there are no oral or other agreements in conflict herewith. Any future modification, amendment, or supplement to this agreement or any individual provision herein can only be in the form of a writing signed by a representative of Pershing.

### 20. Arbitration Disclosures

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING THE ACCOUNT APPLICATION, WHICH INCORPORATES THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- **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 AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY 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 THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS BROKERAGE AGREEMENT.**

### 21. Arbitration Agreement

**ANY CONTROVERSY BETWEEN YOU OR PERSHING AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY.**

**NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE 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; (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.**

**THE LAWS OF THE STATE OF NEW YORK GOVERN.**

### 22. The Laws of the State of New York Govern

This agreement and its enforcement shall be governed by the laws of the state of New York without giving effect to its conflicts of laws provisions.

### 23. Loan Consent

By signing the *Account Application*, you acknowledge that securities not fully paid for by you may be loaned to Pershing or loaned out to others, and as permitted by law, certain securities in your account, may be used for, among other things, settling short sales and lending the securities for short sales, and as a

result Pershing and American Century may receive compensation in connection therewith. Pershing does not lend fully-paid-for securities without your written permission. Please contact American Century with any questions. Fully-paid-for securities held in a cash account (unless otherwise agreed in a separate written agreement) and fully-paid-for securities held in a margin account in which there is no debit balance are not loaned.

#### **24. Shareholder Vote of Loaned Securities**

In the event your securities have been loaned by Pershing on the record date of a shareholder vote involving those securities, you agree that your vote may be reduced to reflect the total amount of your securities loaned by Pershing.

##### **SPECIAL NOTE FOR NON-U.S.**

**ACCOUNTS:** With respect to assets custodied by Pershing on your behalf, you acknowledge that income and capital gains or distributions to you from this account may be taxable in your home jurisdiction. Furthermore, interest paid to Pershing under this agreement may be subject to withholding tax in your home jurisdiction. It is your obligation to pay such withholding tax, if applicable. You acknowledge to American Century and to Pershing that you have taken your own tax advice in this regard.

## IV. Margin Disclosure Statement

The Margin Disclosure Statement is intended to provide some basic facts about purchasing securities on margin and to alert you to the risks involved with trading securities in a margin account. Before trading securities in a margin account, it is important to carefully review the written Margin Agreement (refer to Section III, page 30) provided by American Century or its clearing firm, Pershing, and to consult with American Century regarding any questions or concerns you may have regarding margin accounts.

When you purchase securities, you have the option of paying for them in full or borrowing part of the purchase price from Pershing. If you choose to borrow funds from Pershing, you will need to open a margin account with Pershing through American Century. The securities purchased are used as collateral for the loan that was made to you or any other indebtedness arising after the initial transaction. If the securities in your brokerage account decline in value, so does the value of the collateral supporting your loan. As a result, American Century or Pershing can take action. For instance, American Century or Pershing can issue a margin call and/or sell securities or liquidate other assets in any of your brokerage accounts held with American Century or Pershing in order to maintain the required equity in the margin account.

**It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:**

**You can lose more funds or securities than you deposit in the margin account.**

A decline in the value of securities that are purchased on margin may require you to provide additional funds to Pershing to avoid the forced sale of those securities or other securities or assets in your account(s).

**American Century or Pershing can force the sale of securities or other assets in your account(s).**

If the equity in your account falls below Pershing's maintenance margin requirements or American Century's higher "house" requirements, American Century or Pershing can sell the securities or other assets in any of your accounts to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.

**American Century or Pershing can sell your securities or other assets without contacting you.**

Some investors mistakenly believe that a financial organization must contact them for a margin call to be valid, and that the financial organization cannot liquidate securities or other assets in their account(s) to meet the call unless the financial organization has contacted them first. This is not the case. Most financial organizations will attempt to notify their clients of margin calls, but they are not required to do so. However, even if a financial organization has contacted a client and provided a specific date by which the client can meet a margin call, the financial organization can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the client.

**American Century or Pershing may change margin requirements or margin call time periods without notice to you.**

With regard to house, maintenance, and other margin calls, in lieu of immediate liquidations, Pershing, through American Century, may permit you a period of time to satisfy a call. This time period shall not in any way waive or diminish Pershing's right in its sole discretion, to shorten the time period in which you may satisfy a call, including one already outstanding, or to demand that a call be satisfied immediately. Nor does such practice waive or diminish the right of Pershing or American Century to sell out positions to satisfy the call, which can be as high

as the full indebtedness owed by you. Margin requirements may be established and changed by Pershing or American Century in their sole discretion and judgment.

**You are not entitled to choose which securities or other assets in your brokerage account(s) are liquidated or sold to meet a margin call.**

Because the securities are collateral for the margin loan, American Century or Pershing has the right to decide which securities to sell in order to protect its interests.

**American Century or Pershing can increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice.**

These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause American Century or Pershing to liquidate or sell securities in your brokerage account(s).

**You are not entitled to an extension of time on a margin call.**

While an extension of time to meet margin requirements may be available to investors under certain conditions, an investor does not have a right to the extension.

Your written Margin Agreement with Pershing or American Century provides for certain important obligations by you.

The Margin Agreement is a legally binding agreement, cannot be modified by conduct, and no failure on the part of Pershing or American Century at any time to enforce its rights under the Margin Agreement to the greatest extent permitted shall in any way be deemed to waive, modify, or relax any of the rights granted Pershing or American Century,

including those rights vested in Pershing or American Century to deal with collateral on all loans advanced to you.

Also, the Margin Agreement constitutes the full and entire understanding between the parties with respect to the provision of the Margin Agreement, and there are no oral or other agreements in conflict with the Margin Agreement unless you have advised Pershing or American Century in writing of such conflict. Any future modification, amendment, or supplement to the Margin Agreement or any individual provision of the Margin Agreement can only be in writing signed by a representative of Pershing. You should carefully review your Margin Agreement for the rights and limitations governing your margin account relationship.







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