

# Hewitt Financial Services LLC Customer Agreement

Hewitt Financial Services LLC ("HFS") is a registered broker-dealer and SEC-registered investment advisor, member NASD/SIPC.

This Customer Agreement (this "Agreement") is a contract among HFS, and HFS's Clearing Agent and you, the Account holder(s) whose name and personal information were submitted during the Application Process preceding this Agreement ("Application").

When we notify you that we have opened an Account for you, you will be permitted to trade online using your personal user ID and password, subject to any credit or trading limitations we set.

The terms and conditions of this Agreement govern all transactions beginning on the date we notify you that we have opened your Account, and apply to all products and services now or in the future offered through HFS, including all information, content, messages, software, databases, bulletin boards, forums, and Access Devices or other communication facilities (collectively, the "HFS Service").

Please read this Agreement, and call HFS at 1-800-890-3200 for Client Services if you have any questions. If you are not willing to be bound by these terms and conditions, you should not apply to open an Account with HFS.

If you wish to deactivate your Account, you may do so by contacting HFS by telephone. You cannot deactivate your Account online. If you deactivate your Account, this Agreement will continue to apply to any disputed or unsettled matters involving the Account.

By signing your application and acknowledging your consent to the terms of this Agreement, you are agreeing that (a) you have read, understood, and are legally bound by the terms and conditions of the Application and this Agreement; (b) you acknowledge having read HFS's Privacy Statement; and (c) we can use your information to run a credit and other background check on each named applicant (see Section III, Paragraph 6 below).

In consideration of HFS opening and carrying your Account and effecting transactions in the Account, you hereby acknowledge and agree to be legally bound by the following:

## I. Definitions

**Access Device:** A computer, a personal digital assistant (PDA), beeper, television, telephone, or any other communications device, including any software you use on such device whether we provide it to you or otherwise, that enables you to access and use the HFS Service via wireless connection to a wireless network, the Internet, the World Wide Web, or any other computer or telephonic network.

**Account or Account(s):** Any account or accounts opened by you with us and any other account(s) with HFS and its Clearing Agent, in which you may have or acquire an interest.

**Affiliates:** Any entity that directly or indirectly controls, is controlled by, or is under common control with HFS. For purposes of determining whether an entity is an Affiliate, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of securities, by contract or otherwise.

**Application:** The data you submit to open an Account with us or to modify your Application.

**Clearing Agent:** Pershing LLC ("Pershing") is retained by HFS to provide certain recordkeeping and operational services.

**Property:** This includes cash, in whatever currency, securities, options, and other instruments and products, tangible or intangible, in which you have or acquire an interest.

**We, us, our, or ours:** HFS and its Clearing Agent.

**You or your or Account Holder(s):** Each person whose personal information is submitted in an Application, and each person who consents to the terms of this Agreement.

## II. Brokerage agreement provisions

### 1. Obligation to pay commissions and fees.

You agree to pay our brokerage commissions, fees, interest charges, and other fees and charges that apply to your Account or that apply to your use of such services as we or our Affiliates or other suppliers, vendors, or providers ("Third-Party Providers") provide to or for you. We will charge your Account directly for any such fees and charges owed to us and will debit your Account as needed for those amounts. If, at the time we debit your Account for such fees or charges, the balance in your Account is not sufficient to cover them, you grant us the right to sell any Property in your Account to cover amounts due to us.

### 2. Obligation to pay for trades, debit balances, margin calls, and other indebtedness.

You will be liable to us for the payment of any present or future trade, debit balance, margin call, or other obligation owing in your Account, including, without limitation, for any deficiency remaining in your Account in the event of the Account's liquidation, in whole or in part, by you or by us. You agree to pay all such obligations to us promptly upon demand by us to you. Whether or not funds are available in your Account on the trade date, you agree to pay by the settlement or due date for any trade you place or are deemed to have placed through us. If, at the time we debit your Account for debit balances, margin calls, or other obligations, the balance in your Account is not sufficient to cover them, you grant us the right to sell any Property in your Account to cover amounts due to us.

Furthermore, if you hold a cash Account, with respect to any trade you place or are deemed to have placed through us in the cash Account, if the trade is a purchase by you and sufficient funds are not already in your cash Account, you agree that you will make full payment for the Property described on the confirmation promptly and that you do not contemplate sale of such Property prior to making such payment. If full payment for the Property purchased by you is not received by us when due, or if Property sold by you is not delivered to us in proper form on or after the first trading day after the settlement date, we may, at our option, cancel or otherwise liquidate the transaction without prior notice to you, and you will be liable to us for any resulting loss.

### 3. Liability for costs of collection.

You will be liable for and promptly pay us the reasonable costs of collection of any unpaid amounts or other obligation owing in your Account, including attorneys' or collection agents' fees and expenses incurred or paid by us in trying to collect such amounts or obligation from you.

### 4. Lien.

All Property in any Account, whether held at HFS or at its Clearing Agent, in which you have or acquire an interest, as well as all other Property which is in or comes into HFS's or its Clearing Agent's possession or is or becomes subject to HFS's or its Clearing Agent's control for any purpose, including specifically Property that is intended for another or that is administratively passing through your or another's Account in which you have an interest, is subject to a continuing lien for the payment when due of all present and future indebtedness and any other obligations you may have to us. We will hold all Property in our possession or subject to our control as security for the payment of any obligations you have or incur in the future to us. Subject to applicable law, we may, without giving you any prior notice, transfer any and all such Property from or to any Account held by us in which you have an interest whenever, in our judgment, we consider such a transfer necessary for our protection from loss or legal liability. In enforcing our lien, we will have the discretion to determine which Property is to be sold and which open contracts or other instruments are to be closed out.

### 5. Pledge and lending of securities and other property.

Whenever there is a debit balance in any Account, all Property held, carried, or maintained by us in any of your Accounts may be pledged and repledged, hypothecated and rehypothecated, or loaned by us, without any notice to you, either separately or together with the Property of others, and for more or less than the amount of such debit balance. We may do so without retaining in our possession or control an equal amount of similar Property.

Any securities in your Account not fully paid for by you may likewise be lent to us or lent out by us to others. In connection with such securities loans, we may receive and retain certain financial and other benefits to which you will not be entitled. You understand that, in certain circumstances, such loans could limit your ability to exercise voting rights, in whole or in part, with respect to the securities lent.

### 6. Additional collateral.

We will have the right to require additional collateral, in accordance with our general policies regarding margin maintenance, as such policies may be modified, amended, or supplemented from time to time. We will also have the right to require additional collateral and to set required margin at higher or lower amounts with respect to your Account or with respect to any security or group of securities in your Account. We may liquidate your Account or take any of the other actions described in Paragraph 8 below, whether or not we have required and/or you have provided any additional collateral or otherwise, in such circumstances as we may deem necessary to protect our interests.

## 7. Margin accounts.

If you request and we grant you credit, so that you can buy or sell securities, options, or other instruments or products on margin, you agree at all times to maintain such Property in your Account as we shall require from time to time and we will charge your Account, in accordance with our usual custom, 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 an interest period will be added to the opening balance for the next interest period, unless paid. Please note that credit cannot be offered to holders of an individual retirement account or an account established as an investment option within a qualified retirement plan.

## 8. Liquidation.

You grant us the right to sell any or all of the Property in your Account, buy in any short positions in your Account, cancel any open orders for your Account, and/or close out any outstanding contracts or other instruments for your Account in the event of, but not limited to:

- Your failure to pay any amount you owe to us when due or to meet our request for additional collateral;
- Your becoming or being insolvent or otherwise generally unable to pay your debts to others as they come due;
- The filing of a petition in bankruptcy by or against you;
- The appointment of a receiver for you or your Property;
- The levying of an attachment against any of your Accounts;
- The death of any person listed as an Account Holder; or
- Whenever we may deem it necessary for our protection for any reason whatsoever, whether or not we have asked for additional margin or collateral.

We, our Affiliates, and our Clearing Broker, acting on our behalf, can take any or all of these actions at any time, in our discretion, without giving you any prior or additional notice, and you agree to be responsible for all commissions, fees, and charges that result from our taking any of these actions. If we make any sales or purchases, we may do so in our sole discretion on any exchange or other market where such business is transacted or by our using a public auction or making a private sale and without advertisement. We may be the purchaser or seller for our own accounts in any such transaction. Any prior demand, call, or notice provided by us to you of the time and place of such sale or purchase will not be a waiver of our right to sell or buy without first making a demand or providing you with notice. No course of dealing between you and us nor any delay on our part in exercising any of our rights or remedies will constitute a waiver of any of our rights or remedies, and any such right or remedy may be exercised from time to time and as often as we may determine. When we take action hereunder, we will act in accordance with our general policies unless, in our sole discretion, we consider it necessary for our own protection to act at an earlier or later time than called for by such policies.

## 9. Responsibility for account accuracy.

It is your responsibility to validate Account correctness and accuracy and to advise HFS immediately by telephone about any discrepancies. You agree immediately to notify HFS by telephone at 1-800-890-3200 whenever you become aware of any of the following:

- Any failure by you to see reflected in the "Order Status," "Orders," "Executions," or other designated Web page or software location an accurate entry indicating that an order, including a cancellation or modification of a prior order, was received, is being acted upon, and/or was executed;
- Any failure by you to receive or observe an accurate confirmation of an execution;
- Any discrepancies between what you entered into the system and/or any status reported or other information we provide you on the Web site or on software we provide you about your transactions and/or holdings; or
- Any receipt of any form of communication about an order and/or report of the execution of a transaction which you did not place or authorize.

We will not have, and you release us from, any responsibility or liability for any claims with respect to the handling (or loss) of any order if you fail to notify us promptly by telephone when any of these events occur.

## 10. Updating of reports and information.

Market data and quotes may be based on or derived from different Third-Party Providers and may be updated at different time intervals, and accordingly, the various trade status reports, including intraday updates of balances and positions information, available via any Access Devices, which incorporate such market data and quote information, may differ due to the different market data, quote information, and sources and their update intervals. Similarly, different Access Devices may incorporate

different market data, quote information, and sources, and they may differ for the same reasons.

## 11. Monitoring and recording of your communications with us and your use of our Web site.

You agree that we may both monitor and/or record any of your communications, electronic or otherwise, with us. You also agree and expressly consent that your use of the HFS Service and all communications you have with us may be monitored and recorded by us using tracking technology. You grant us permission to use the information we obtain from monitoring and recording your activity with us for any purpose we choose as permitted by law. We are not, however, obligated to monitor your Account for credit or other purposes, and you accept full responsibility for monitoring your Account and for any losses that occur in the Account.

## 12. No direct access to marketplace.

You understand that we do not provide you with direct access to the marketplace nor do we internally or automatically execute your orders. Rather, we deliver your orders, if accepted by us to our Clearing Agent, which in turn delivers them to an exchange, marketplace, or market maker for execution (collectively, the "marketplace"). Accordingly, as a result of the multiple parties, systems, and other requirements necessary to deliver your orders to the marketplace for execution, there may be delays in executing, canceling, or modifying your orders. Additionally, these delays may be more pronounced during periods of heavy trading and/or wide price fluctuations ("Fast Markets"). You understand, therefore, that you will receive the price at which your order is actually executed in the marketplace, which may be different from the price displayed by the marketplace or on your Access Device at the time you place your order.

## 13. Late and corrected reports and information.

We may receive late reports from various marketplaces reporting the status of transactions, and accordingly, you may be subject to late reports related to orders that were previously unreported to you or reported to you as having expired or been canceled or executed. You understand that any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace, and that you will receive the price at which your order is actually executed in the marketplace, which may be different from the price displayed on your Access Device when you place your order.

You agree to assume all liability, including any consequential damages, associated with such movements or error correction in the marketplace.

## 14. Cancellation and modification requests.

You agree that we cannot guarantee that your request to cancel or modify an order you have placed will be effective, even though you submit such request before receiving notice that the order was executed. You acknowledge that a requested cancellation or modification of a prior order will not be effected unless we have had sufficient time to forward the request to the actual marketplace involved, the request is received in the marketplace, and the marketplace has matched the request with your order before it is executed. We cannot guarantee that the marketplace will match your cancellation or modification request with your prior order, even if such request is received by the same marketplace before the order is executed. You understand, therefore, that you may not assume that your prior order has been canceled or modified until you have received a trade confirmation from us. You accept full responsibility for all orders entered, even if we are unable to cancel or modify the order prior to execution.

During Fast Markets, it may be more difficult or impossible to cancel or modify your orders. Additionally, if you place a "market order" in a Fast Market, there may be a significant difference in the quote you receive prior to or at the time you place the order and the execution price you receive. Alternatively, "limit orders" may provide some price protection in a Fast Market, but there is a risk that your order may go unexecuted if the market price does not reach your limit order price.

## 15. Restrictions on trading.

Neither we nor our officers, directors, employees, or agents (collectively, "Agents"), Affiliates, Clearing Agent, or Third-Party Providers will be deemed to have received any instruction or order given by you until we have actual knowledge of such instruction or order and its content. We will not, however, attempt to act, or attempt to contact you on any trading instruction or order given by you via email or voice mail, even if we are in possession of, or have actual knowledge of, such email or voice mail instruction or order.

You understand that HFS may at any time, in its sole discretion, and without prior notice to you, disregard your instruction or order, or prohibit or restrict your ability to trade particular Property in your Account or other

securities or products or the types of trade orders you may place. We will not be liable for any losses, lost opportunities, or increased commissions that may result from your being unable to trade these securities or products or place certain types of trade orders through the HFS Service.

#### **16. The tools we provide; no personalized advice.**

Any investment decisions you make in your Account or otherwise, even if based on information obtained through us, must be your own decision and should be based on your own evaluation of your financial circumstances and investment objectives. Neither we, nor any of our Agents, Affiliates, or Clearing Agent will be liable for transactions in or for your Account or for your investment decisions.

HFS provides research for investors who wish to make and implement their own investment decisions. Our research tools provide you with access to a wide range of, but not all available, public and private research reports; financial, tax, legal, and estate plan calculators; pre-sorted and sortable investment search lists and databases; third-party investment strategies; public company and government filings; news, quotes, charts, and other information. We attempt to identify the sources of all of the information and other material we provide to you and believe that those sources are reliable, although we do not check their accuracy. Use of such research, in most cases, results in the identification of one or a limited list of investment securities or products. Certain tools, like research reports, often identify the author's current view on purchase or sale of the security and that author's price target and time horizon. Some of the risk modeling and asset allocation tools provide recommendations on optimized holdings of asset classes and individual securities and financial products to achieve those holdings. NONE OF THESE TOOLS ARE CUSTOMIZED FOR YOU, and we are not making individualized recommendations to you about the suitability of your purchase or sale of any of the securities or investment strategies listed, analyzed, recommended, or identified by use of the research. We do not provide individual tax or legal advice. If you call HFS on the telephone, you can ask one of our investment representatives to help you use the research tools we have, and they will be happy to do so. However, those representatives will not advise you about the suitability of any particular security, transaction or investment recommendation, or strategy in light of your financial circumstances and investment objectives even where they may know them, and their relaying to you the results of the use of the research does not constitute a recommendation by us to you.

#### **17. Advisory accounts.**

In certain limited and clearly specified cases, we and our Agents or Affiliates may, at your request, refer you to an investment advisor or advisors to manage an advisory account for you ("your Advisory Account"). You may also separately contract with an investment advisor selected solely by you (such investment advisor, together with any investment advisor we or our Agents or Affiliates may refer, are collectively referred to as "your Advisor"). Once your Advisory Account has been established, any advice, recommendation, and/or trading by your Advisor concerning any particular security, transaction, or investment is the responsibility of your Advisor, whether or not your Advisor's recommendations or advice are followed by you or whether or not your Advisor has discretion to manage your Advisory Account, and we and our Agents and Affiliates specifically disclaim responsibility or liability for any such advice, recommendations, or trading. To the extent that you have an Account(s) with us in addition to your Advisory Account, you assume full responsibility with respect to transactions and investment decisions for your Account(s), notwithstanding any advice or recommendation you may receive in connection with your Advisory Account. If you use any advice or recommendation provided to you for your Advisory Account to make investment decisions for your other Account(s), or if you base your investment decisions on any tools that are made available to you in connection with your Advisory Account, neither we nor our Agents and Affiliates will be liable for such investment decisions. You agree that, with respect to your Advisory Account, you will be legally bound by the terms of this Agreement and the relevant advisory agreement.

#### **18. Limitations on use of HFS Service.**

The design of the HFS Service is the property of HFS. The content included in the HFS Service is the property of either HFS or one or more of its Third-Party Providers ("Third-Party Provider Services"). You shall have no rights in or to the HFS Service or Third-Party Provider Services, except as expressly provided herein, and you agree not to take any action inconsistent with HFS's rights in the HFS Service or the Third-Party Providers' rights in their Third-Party Provider Services.

All of the materials in the HFS Service are protected by United States and international copyright, trademark, and other intellectual property laws. Your right to use the HFS Service, including the Third-Party Provider

Services, is limited to use in connection with your Account and for your personal benefit only ("Internal Use"). You may not modify, rent, lease, loan, sell, assign, distribute, display, perform, publish, or create derivative works based on any of the materials contained in the HFS Service, in whole or in part. You may not copy, modify, create derivative works from, reverse engineer, reverse assemble, or otherwise attempt to discover the source code of any software that is part of the HFS Service. You may print out a reasonable number of copies of the materials on the HFS Service as is necessary for your Internal Use, provided that you do not delete any copyright, trademark, or other intellectual property notices contained in such materials. You may prepare hard-copy reports incorporating Third-Party Provider Services and download Third-Party Provider Services into commercially available spreadsheet software programs or delimited text files; you may not, however, disseminate in electronic form or use Third-Party Provider Services for the construction of other products or services.

#### **19. Extraordinary events.**

You agree to hold us harmless from and against, and agree that we shall not be liable for, any liability, costs, damages, or loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension or delay of trading, war, earthquakes, strikes, equipment failure, communication line failure, system failure, security failure, unauthorized access, theft or any problem, technological or otherwise, that might prevent you from entering, canceling, or modifying an order or prevent us from acting on an order or instruction, or other conditions beyond our control.

#### **20. Termination of HFS Service.**

You may deactivate your Account at any time, subject to the terms of this Agreement, by contacting HFS by telephone. In no event may you close any Account without our first receiving all Property for which the Account is short and payment of all obligations which you owe to us.

We may, as circumstances warrant and without notice, block access to the use of your Account in the event we elect to discontinue providing the Service to you or generally to our customers on a temporary or permanent basis or in the event that you breach this Agreement. If we discontinue the Service or if you deactivate your Account, this Agreement will continue to apply to any disputed or unsettled matters involving your Account, and you will remain liable to us for the payment of all charges incurred in your Account before its termination becomes effective.

### **III. Provisions affecting online trading**

#### **1. Consumer consent to electronic delivery; presumption of receipt of communications.**

HFS is principally a self-directed, electronic-based service. By entering into this Agreement, you consent to receiving electronically all notices, disclosures, and other information, documents, data, and records regarding the HFS Service and your Account, other than Account statements and trade confirmations. You will be given a choice of electronic or physical delivery of Account statements and trade confirmations. If you choose electronic delivery of Account statements and trade confirmations, such Account statements and trade confirmations will be provided to you by posting the same on servers accessible by you from the Web site and by HFS advising you by email, at the email address you have provided to us, that a posting has occurred.

You may withdraw your consent to electronic delivery of such notices, disclosures, and other information, documents, data, and records (other than Account statements and trade confirmations) at any time, subject to the terms of this Agreement, by contacting HFS by telephone. You understand, however, that if you do so, we may deactivate your Account and terminate the HFS Service. You have a right to insist on receiving physical delivery of trade confirmations and Account statements, and we will not deactivate your Account if you choose this method of delivery.

We may, in addition, send notices, disclosures, and other information, documents, data, or records, including Account statements and trade confirmations, to your designated email address of record, to your designated mailing address, to an Access Device you have registered with us, or to a fax or other communications device you have told us about. You agree that the official method of our communicating with you (except for Account statements and trade confirmations that you elect to receive by physical delivery alone) will be by our posting information on servers accessible from the Web site and by your going to the site to read the information. You agree that all notices, disclosures, and other information, documents, data, and records provided to you in any of the ways described above will be good delivery to you personally and deemed received by you when sent or posted, whether or not you actually or timely receive or access the communication. You understand that your consent to such electronic

delivery is effective immediately and will remain in effect unless and until either you or we revoke it. You agree that you will update your email address as necessary, and that we may continue to use the email address you provided when you opened the Account or such other email address as you will have communicated to us electronically or in writing and which we will have updated in our records.

You agree that the notices, disclosures, and other information, documents, data, and records referenced above are provided to you on only a reasonable efforts basis, and that we cannot guarantee the accuracy, timeliness, or completeness of these communications or the information, documents, or data for any particular purpose or need.

You understand that you should promptly and carefully review Account data posted on servers accessible from the Web site as and when posted, including all Account statements, trade confirmations, and balance and position data, and immediately notify us by telephone of any errors. We are entitled to treat Account information posted on servers accessible by you from our Web site as accurate and conclusive unless you object in writing within ten days of posting.

## **2. Disclaimer of warranties.**

THE HFS SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT ANY INFORMATION PROVIDED THROUGH HFS, THE SERVICE, OR THE SYSTEM WILL FULFILL ANY PARTICULAR PURPOSES OR NEEDS.

## **3. Limitation of liability; data not guaranteed.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, ANY OF OUR AGENTS, AFFILIATES, CLEARING AGENT, THIRD-PARTY PROVIDERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING, OR MANAGING THE DELIVERY OF THE HFS SERVICE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, TRADING LOSSES, DAMAGES RESULTING FROM INCONVENIENCE, OR LOSS OF USE OF THE WEB SITE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE HFS SERVICE OR FOR ANY BREACH OF ANY WARRANTY. Any liability we may have to you for any damages arising out of any action or omission by us or for which we are otherwise responsible shall be limited to an amount equal to the direct financial benefit which you would have received or the direct financial loss you would have avoided from the transaction involved during the period between the time in which your trade was or should have been effected and the time for settlement of such trade under any applicable law, rule, or regulation.

Quotes, news, and research data, including market information displayed on any Access Device (collectively, "market data"), are obtained from sources we believe to be reliable. HOWEVER, ALL MARKET DATA IS PROVIDED "AS IS," AND THERE MAY BE DELAYS, OMISSIONS, AND INACCURACIES IN SUCH DATA. NEITHER WE NOR OUR AGENTS, AFFILIATES, CLEARING AGENT, OR THIRD-PARTY PROVIDERS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING, OR MANAGING THE DELIVERY OF SUCH DATA, INFORMATION, OR SERVICES (COLLECTIVELY, THE "DISSEMINATING PARTIES") CAN GUARANTEE, NOR DO WE OR THEY GUARANTEE, THE CORRECTNESS, QUALITY, ACCURACY, SEQUENCE, TIMELINESS, CURRENTNESS, RELIABILITY, PERFORMANCE, COMPLETENESS, CONTINUED AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OR OTHERWISE OF ANY MARKET DATA OR THIRD-PARTY PROVIDER SERVICES, AND WE AND THEY HEREBY DISCLAIM ANY SUCH EXPRESS OR IMPLIED WARRANTIES. HFS also reserves the right to filter the volume of market data provided to you through the HFS Service. The Disseminating Parties shall not be liable to you or to anyone else for any loss or injury, whether or not caused in whole or in part by their negligence or omission, in procuring, compiling, editing, writing, reporting, or delivering any market data or Third-Party Provider Services through HFS or by any force majeure or other cause beyond their control. The Disseminating Parties will not be liable to you or anyone else for any decision made or action taken by you in reliance on such market data or for direct, indirect, incidental, special, consequential, punitive, or any other damages whatsoever (including without limitation damages for lost profits,

trading losses, damages resulting from inconvenience, or loss of use of the HFS Service) even if we or our Third-Party Providers have been advised of the possibility of such damages. THE HFS SERVICE IS NOT FAULT-FREE, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY OTHER DISSEMINATING PARTY SHALL HAVE ANY LIABILITY TO YOU FOR ANY CLAIMS THAT AROSE MORE THAN ONE (1) YEAR AFTER YOUR AWARENESS OF THE EVENT IN DISPUTE, BUT IN NO CASE MORE THAN THREE (3) YEARS FROM THE DATE OF THE ACTUAL EVENT.

## **4. Additional provisions affecting Third-Party Provider Services.**

You acknowledge and agree that access to Third-Party Provider Services may be terminated immediately in the event that the agreement between HFS and the relevant Third-Party Provider is terminated, whether directly or indirectly.

You acknowledge and agree that you are a customer of HFS and not a customer of any Third-Party Provider or any other person or entity that has contracted with HFS.

## **5. Accuracy of representations.**

You represent that all of the information you provide to us in your Application and elsewhere is accurate and complete, and you agree promptly to notify us by telephone whenever any such information becomes inaccurate.

## **6. Use of personal information; credit investigation.**

You understand and agree that we exchange personal and credit information about you with others, including our Affiliates, for verification purposes, including verifying your identity, for the purposes of determining whether we want to open an Account for you and, if so, under what financial terms and conditions, and to comply with certain government and regulatory requirements, such as regulations about money laundering, international boycott, and transactions with specially designated nationals. All other uses of your personal and credit information are governed by our Privacy Policy.

You authorize us and our Agents to investigate your background and credit standing (and the credit standing of your spouse if you reside in a community property jurisdiction) and to request a consumer or similar report to verify information about your identity and the source of your payments to enable us to determine your eligibility for an Account, for certain credit-related features of the Service, or for any other legitimate business purpose. You also authorize us, in this connection, to contact such financial institutions (including our Affiliates) and to employ such reporting agencies or services as we deem appropriate.

If any adverse credit or other determination is made on the basis of information contained in a report furnished by a reporting agency or other information source, we will supply you with the name of the reporting agency and/or our supervisory employee, as applicable, and, at your request, with the information contained in the report or the statement of reasons, as applicable. If we extend, update, or renew your credit, process requests by you for other Accounts or requests by you for changes in services provided for your existing Account, we may request new credit reports without notifying you.

You are hereby 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.

## **7. Customer responsibility for computer IDs, passwords, and account access.**

HFS will assign one user ID to each Account, and you will choose one number, code, or other sequence which provides access to your Account (the "password"). All Account Holders will be co-owners of the Account's user ID and password. Each Account Holder will be responsible for his/her use and for maintaining user ID and password confidentiality, including, without limitation, responsibility for all orders entered in the Account by you or by any third party to whom you have given authorization to use your user ID and password, whether pursuant to a trading authorization and/or power of attorney delivered to us or otherwise. If you store any information, including, without limitation, your user ID or password on one or more personal computers and/or Access Devices, or if you provide it to or store it with information aggregators or Web sites unaffiliated with us, you do so at your own risk. In addition, you must provide and maintain all Access Devices and related communications services required for you to access the Web site and pay all communications service fees and charges incurred by you in accessing us. Any use of your user ID and password by any other third party who has obtained them from or through you, with or without your knowledge and/or consent, will be treated by us as having

been authorized by you, and you accept full responsibility for any such use. You agree immediately to notify us by telephone whenever you become aware of any loss, theft, or unauthorized use of your user ID and/or password. You also agree to defend and indemnify us, our Agents, Clearing Agent, and Affiliates against any liability, costs, or damages arising out of or otherwise involving claims or suits by any other Account Holders or any third party which are based upon or relate to any such use.

#### **IV. Options transactions provisions**

If your account has been made available to you as an investment option under a qualified retirement plan, option trading might not be available to you. Please refer to your plan documents. If option trading is available to you, the following matters should be carefully considered.

##### **1. Option trading is speculative.**

YOU UNDERSTAND THAT OPTION TRADING MAY BE HIGHLY SPECULATIVE IN NATURE. You are also aware that on certain days, option trading may cease and this could result in financial loss to you. You agree to hold us and any firm we send your option order to for handling or execution, including specifically our Clearing Agent and our Agents and other Affiliates, harmless for such loss.

##### **2. Risk of loss can be unlimited.**

You recognize that by writing an option contract (such as a call, put, or straddle) without depositing the underlying security, your risk of loss is potentially unlimited. You agree to honor all assignments and deliver the underlying security in the prescribed time to us and upon your failure to deliver the underlying security in the proper time, we are authorized to act as your agent and buy in such stock at the current market price or otherwise act properly to margin or complete your obligation. You agree to pay us a commission and fee for such service and to reimburse us for any loss incurred in this connection, and we are authorized to debit your Account for all such amounts.

##### **3. Responsibility for orders.**

You agree that you are responsible for making all final decisions as to transactions effected in your Account. You understand that each order that you enter (to buy or sell) must be complete as to security, quantity, price, and duration of the order.

##### **4. Capacity to assume financial risks.**

You are capable of assuming the financial risks and hazards of option trading, and you agree that you will in no way hold us or any of our Agents, Affiliates, or Clearing Agent responsible for such losses incurred by you.

##### **5. Rules, regulations, etc. applicable to option trades.**

Any option transaction made for your Account is subject to the rules, regulations, customs, and usages of the Options Clearing Corporation ("OCC") and of the registered national securities exchange, national securities association, clearing organization, or marketplace where such transaction was executed. You will abide by such rules, regulations, customs, and usages and you agree that, acting individually or in concert with others, you will not exceed any applicable position or exercise limits imposed by such exchange, association, clearing organization, or other marketplace with respect to option trading.

##### **6. Actions by us if you do not satisfy obligations.**

If you do not satisfy, on a timely basis, your money or security calls, we are authorized in our sole discretion, and without notice to you, to take any steps we deem necessary to protect ourselves (for any reason) in connection with option transactions for your Account, including the right to buy and/or sell (including short or short exempt) for your Account and risk any part or all of the shares represented by options handled, purchased, sold, and/or endorsed by us for your Account or to buy for your Account and risk any option as we may deem necessary or appropriate. You will reimburse us for any and all expenses or losses incurred in this connection.

##### **7. Responsibility for option exercise.**

You bear full responsibility for taking action to exercise an option contract, provided, however, that with respect to certain expiring options, we are authorized to permit exercise by exception to take place automatically pursuant to the rules of the OCC as in effect from time to time, unless you specifically advise us to the contrary. This procedure affects options which are in-the-money by a predetermined amount as set forth in the rules of the OCC. Additional information regarding this procedure is available at your request.

##### **8. All options covered.**

This Agreement shall apply to all puts or calls which we have executed, purchased, sold, or handled for your Account and also shall apply to all puts or calls which we may hereafter purchase, sell, handle, or execute for your Account.

##### **9. Changes in financial situation or investment objectives.**

You will advise us of any changes in your financial situation or investment objective insofar as you deem such changes material to your option transactions.

##### **10. Receipt of disclosure statement.**

You have received from us the most recent Options Disclosure Document. You have read and understand the information contained in that document. You may call HFS to request this document, and we will send you a copy of this document upon request.

##### **11. Approved level of exposure.**

You agree that you will not initiate or accept any option transaction that exceeds the level of approval we extend to you. Should you do so, such transaction shall be conclusively presumed to be a request by you that we expand the level of approval so as to encompass such transactions retroactively. We reserve the right to restrict further trading or lower approved levels of options trading.

##### **12. Procedure on exercise notices.**

You understand that we assign exercise notices on a random basis. You understand that upon your request we will provide you with further information regarding the procedure used to assign exercise notices.

#### **V. General provisions**

##### **1. Successors.**

This Agreement will inure to the benefit of our successors and assigns (whether by merger, consolidation, or otherwise). You grant us the right to transfer your Account to any successor organization or to assign your Account to another organization. You also agree that this Agreement is binding on your heirs, executors, administrators, successors, and assigns. You may not, however, assign any of your rights or duties under this Agreement or any interest in your Account to any third party without our prior written consent.

##### **2. Separability.**

If any provision of this Agreement is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such determination will not affect the validity of the remaining provisions of this Agreement.

##### **3. Headings are descriptive.**

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

##### **4. Entire agreement.**

This Agreement, together with all other agreements between you and us related to your Account and any terms and conditions contained on the Web site or on Account statements and trade confirmations provided to you, contains the entire understanding between you and us concerning your Account.

##### **5. Modification of agreement and modification of service.**

You agree that we may change any of the terms and conditions of this Agreement, add additional terms and conditions to this Agreement, and/or eliminate any term or condition of this Agreement at any time by posting such modifications, and their effective dates, on the Web site and sending you an email, to the email address you have given us, notifying you that a change has been made. If we follow this procedure, you agree that you and we will be legally bound by the modification, whether or not you actually receive the email we send and whether or not you access the modification, if you use the Service after the modification's effective date. We reserve the right, but do not intend as a matter of course, to notify you of modifications to this Agreement by mailing or faxing or emailing a written notice or new printed agreement to you. You understand and expect that the normal method for modifying this Agreement will be for us to post the modification on the Web site and provide you with email notice that a modification has been made.

You agree that we may change the HFS Service at any time by posting the change on the Web site, and that we are not obligated to provide you with

any separate notification with respect to such change. You understand and agree that the normal method for changing the HFS Service will be for us to post the change on our Web site.

YOU AGREE THAT USE OF THE HFS SERVICE AFTER A POSTED MODIFICATION TO THIS AGREEMENT OR TO THE SERVICE MEANS THAT YOU ACCEPT THE MODIFICATION, WHETHER OR NOT YOU ACTUALLY KNOW OF IT. YOU UNDERSTAND THAT IF YOU USE AN ACCESS DEVICE TO ACCESS THE SERVICE, YOU WILL BE LEGALLY BOUND BY THE MODIFICATION EVEN THOUGH YOU WILL NOT BE ABLE TO ACCESS THE TEXT OF THIS AGREEMENT OR THE MODIFICATION TO IT USING THAT DEVICE.

#### **6. Applicable laws, rules, and regulations.**

This Agreement, including interest charges on loans we make to you and on debit balances in your Account, will be governed by the law of the State of New York applicable to contracts made and to be performed in that State. All transactions for your Account will be subject to applicable law and the constitution, rules, regulations, customs, and usages of the exchange or marketplace and its clearinghouse, if any, where transactions for your Account are executed by us or our Agents (including our Clearing Agent), which may include our Affiliates.

#### **7. Relation with Clearing Agent.**

Any rights either HFS or its Clearing Agent has under this Agreement may be exercised by either the Clearing Agent or HFS or may be assigned to the other, including, but not limited to, the right to collect any debit balance or other obligations owing in your Account, and the Clearing Agent and HFS may collect from you or enforce any other rights under this Agreement independently or jointly.

HFS is not the Clearing Agent's agent, and you will in no way seek to hold HFS or its Clearing Agent, or any Agent or Affiliate, liable for any trading or other losses incurred by you. The Clearing Agent is carrying your Account as clearing broker pursuant to a clearing agreement with HFS. Until receipt of written notice from you to the contrary, the Clearing Agent may accept from HFS, without inquiry or investigation: (a) order(s) for the purchase or sale of securities and other Property on margin or otherwise; and (b) any other instructions concerning your Account. Notices to you concerning margin requirements or other matters related to your Account usually will be provided to you by HFS, although notice may be provided directly from the Clearing Agent to you with or without duplicate notice from HFS if market conditions or time constraints so require or if the Clearing Agent determines, in its sole discretion, that other circumstances so require.

#### **8. Arbitration disclosures.**

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration 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.
- 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 arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

#### **9. Agreement to arbitrate controversies.**

Any controversy between you and us shall be submitted to arbitration before the National Association of Securities Dealers, Inc.

Each of us acknowledges and agrees that the award of the arbitrators, or of the majority of them, will be final, and each of us acknowledges and agrees that judgment upon the award rendered may be entered, by either of us without notice to the other party, in any court of competent jurisdiction, state or federal.

Upon your request, we shall provide you with a copy of this pre-dispute arbitration agreement, or inform you that we do not have a copy thereof, within ten business days of receipt of your request.

Upon your request, we shall provide you with the names of, and information on how to contact or obtain the rules of, all arbitration forums in which a claim may be filed under this Agreement.

This pre-dispute arbitration agreement does not include any condition that:

- Limits or contradicts the rules of any self-regulatory organization;
- Limits the ability of a party to file any claim in arbitration;
- Limits the ability of a party to file any claim in court permitted to be filed in court under the rules of the forums in which a claim may be filed under this Agreement; or
- Limits the ability of arbitrators to make any award.

If you file a complaint in court against us that contains claims that are subject to arbitration pursuant to this pre-dispute arbitration agreement between you and us, we may seek to compel arbitration of the claims that are subject to arbitration. If we seek to compel arbitration of such claims, we must agree to arbitrate all of the claims contained in the complaint if you so request.

#### **10. Class Action.**

No person shall bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to claims encompassed by the putative class action until (a) the class certification is denied; or (b) the class is decertified; or (c) 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.

### **VI. Joint accounts; community property accounts**

With respect to a "Joint Account," each of you will be an Account Holder, and your obligations under this Agreement will be joint and several. The legal ownership of any Account will be in such form as you designate in the Application. In the event no designation is made, your Account will be held by you jointly, with rights of survivorship (payable to either, or to the survivor). All statements, notices, or other communications or documents provided by us to one Account Holder will be considered provided to all Account Holders.

Regardless of the legal ownership of the Account, each Account Holder, acting alone, has the authority to deal with us and to transact any business on behalf of the Account, as fully and completely as if each were the sole Account Holder of the Account, and each has the authority to sell and otherwise deal in the Property, including: to receive demands, notices, confirmations, reports, statements of Account, and communications of every kind; to receive and endorse and assign in the name of the other and transfer and withdraw funds by check, wire transfer, or otherwise; to purchase, sell, exchange, transfer, or otherwise dispose of any other Property (with or without consideration), including checks drawn to, or transfers made directly to, the Account Holder requesting the check or transfer and/or to third parties; to make, modify, and terminate agreements relating to any of the foregoing matters; and to waive any of the provisions hereof. Subject to our rights set out below, we will accept orders and instructions with respect to the Account from any of the Account Holders, without notice to any other Account Holder with respect to any of the foregoing matters. It is understood that authority to deal in the Account shall extend to all Property deposited therein, including Property over which only one party would otherwise have sole power of management and control. HFS shall be under no obligation to inquire into the purpose of any such demand for such deliveries and/or payments.

This authority shall be binding and effective in favor of us and our successors until written notice of revocation signed by any of the Account Holders is actually received by HFS. Each of you hereby ratifies and confirms and agrees to indemnify us against any action taken hereunder by the other(s) until the time of our receipt of such notice.

Each Account Holder will be jointly and severally responsible for all instructions given, including, without limitation, orders entered through HFS using a user ID and password assigned by us or any changed password made using the assigned password, regardless of who gives such instructions, enters such orders, or changes such password.

We have the right at any time and without prior notice to require joint instructions, in any form we deem appropriate, by all Account Holders or a court order for the transfer of Property or for the purchase, sale, or exchange of Property. If you fail to follow our instructions in such circumstances, we may restrict activity in the Account, suspend or terminate the HFS Service, and/or file an interpleader action in an appropriate court at the expense of all the Account Holders.

In the event of the death of an Account Holder, divorce of married Account Holders, assignment of an Account Holder's interest, or other event that causes a change in ownership of the Account, all Account Holders or the surviving Account Holder(s), as the case may be, must

immediately give HFS notice thereof by telephone. We may, in such event, before or after receiving such notice, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the Account as we may deem necessary for our protection against any tax, liability, penalty, or loss. Nothing herein shall require HFS to accept orders from only one Account Holder. The estate of a deceased Account Holder and a departing Account Holder by assignment or divorce will remain liable, jointly and severally, with the remaining or surviving Account Holder(s), for any obligations of the Account arising before HFS receives such notice, as well as for obligations incurred in the liquidation of the Account or the adjustment of the interests of the Account Holders.

If you reside in a community property jurisdiction, it is presumed that those Account Holders who are married to one another shall have a community property interest in the Account and all Property therein as husband and wife.

## VII. Disclosures

THIS STATEMENT CONTAINS IMPORTANT INFORMATION. PLEASE READ IT CAREFULLY AND RETAIN IT FOR FUTURE REFERENCE. IN PARTICULAR, YOU SHOULD REVIEW THE "CREDIT DISCLOSURE" SECTION ON MARGIN ACCOUNTS.

### Disclosure Required by New York Stock Exchange® Rule 382

Pershing is the New York Stock Exchange member Clearing Agent for HFS. HFS is independent of the Clearing Agent and retained the Clearing Agent to provide certain recordkeeping and operational services, which may include execution and settlement of securities transactions, custody of securities and cash balances, and extension of credit on margin transactions. These services are provided under a written Clearing Agreement between the Clearing Agent and HFS. It is important that you understand the responsibilities of HFS and the Clearing Agent under the Clearing Agreement as outlined below.

### Responsibilities of HFS

HFS has general responsibility for servicing and supervising your Account through its own personnel in accordance with its own policies and applicable laws and regulations. HFS is responsible for approving the opening of your Account and obtaining necessary Account documentation.

To help fight the funding of terrorism and money laundering activities, U.S. law and international best practice requires financial organizations to obtain, verify, and record information that identifies each person who opens an Account. You will be asked for appropriate identifying information when you establish your Account by HFS or by the Clearing Agent. The information you provide may be used to perform a credit check and verify your identity by using internal sources and third-party vendors.

HFS is responsible for knowing basic information regarding you.

HFS is responsible for the acceptance and, in certain instances, execution of securities orders.

HFS is responsible for knowing the facts about any orders for the purchase or sale of securities for your Account.

If HFS obtains possession of any cash or securities intended for your Account, HFS is responsible for correctly identifying and promptly forwarding the same to the Clearing Agent.

HFS is responsible for supervising the activities of the individual (if any) who services your Account, for resolving any complaints regarding the handling of your Account, and, in general, for the ongoing relationship that we have with you.

In all of the above matters relating to the servicing of your Account, the Clearing Agent has no involvement and assumes no responsibility.

### Responsibilities of the Clearing Agent

In general, the Clearing Agent is only responsible for those services provided at the request or direction of HFS as contemplated by the Clearing Agreement.

The Clearing Agent will create computer-based Account records on your behalf in such name(s) and with such address(es) as HFS directs.

The Clearing Agent will process orders for the purchase, sale, or transfer of securities for your Account as HFS directs. The Clearing Agent is not obligated to accept orders for securities transactions for your Account directly from you and will do so only in exceptional circumstances.

The Clearing Agent will receive and deliver cash and securities for your Account and will record such receipts and deliveries according to information provided either by HFS or directly, in writing, by you.

The Clearing Agent will hold in custody securities and cash received for your Account, and will collect and disburse dividends and interest and process reorganization and voting instructions with respect to securities held in custody. The Clearing Agent is responsible for the custody of your

cash and securities only after they come into the Clearing Agent's physical possession or control.

The Clearing Agent will prepare and transmit to you confirmations of trades either electronically or in writing. The Clearing Agent will prepare and transmit periodic Account statements summarizing transactions processed for your Account to you.

If HFS opens a Margin Account for you, the Clearing Agent will loan you money for the purpose of purchasing or holding securities subject to the terms of your Customer Agreement and the Clearing Agent margin policies and applicable margin regulations. HFS is responsible for obtaining the initial margin as required by Regulation T. Thereafter, the Clearing Agent will calculate the amount of maintenance margin required. The Clearing Agent will advise you of those requirements, usually through HFS. The Clearing Agent will also calculate the interest charged on your debit balance, if any.

In connection with all of the functions that the Clearing Agent performs, the Clearing Agent maintains the books and records required by law and by business practice. The Clearing Agent will provide HFS with written reports of all transactions processed for your Account to enable it to carry out its responsibilities under the Clearing Agreement.

The Clearing Agent will assist you and HFS with any discrepancies or errors that may occur in the processing of transactions for your Account.

THE CLEARING AGENT DOES NOT CONTROL, AUDIT, OR OTHERWISE SUPERVISE THE ACTIVITIES OF HFS OR ITS EMPLOYEES. THE CLEARING AGENT DOES NOT VERIFY INFORMATION PROVIDED BY HFS REGARDING YOUR ACCOUNT OR TRANSACTIONS PROCESSED FOR YOUR ACCOUNT NOR UNDERTAKE RESPONSIBILITY FOR REVIEWING THE APPROPRIATENESS OF TRANSACTIONS ENTERED BY HFS ON YOUR BEHALF. THE CLEARING AGENT IS NOT RESPONSIBLE FOR ANY INVESTMENT ADVICE, INVESTMENT RECOMMENDATIONS, OR INVESTMENT MANAGEMENT SERVICES THAT MAY BE PROVIDED TO YOU.

The Clearing Agreement does not encompass transactions in commodity futures contracts or investments other than marketable securities that the Clearing Agent normally processes on recognized exchanges and over-the-counter markets.

In furnishing its services under the Clearing Agreement, the Clearing Agent may use and rely upon the services of clearing agencies, automatic data processing vendors, proxy processing, transfer agents, securities pricing services, and other similar organizations.

This discussion addresses the basic allocation of functions regarding the handling of your Account. It is not meant as a definite enumeration of every possible circumstance, but only as a general disclosure.

## CLEARING AGENT PRIVACY POLICY

Working on behalf of HFS, the Clearing Agent recognizes the importance of protecting the confidentiality of nonpublic personal information that it collects about its customers. The information is used to ensure accuracy in reporting and recordkeeping, to maintain its customers' accounts, and to carry out requested transactions. A top priority for the Clearing Agent is to keep this information secure.

- The Clearing Agent collects nonpublic personal information from the following sources:
  - Application or other forms (such as name, address, Social Security Number, assets, and income);
  - Customers' transactions with the Clearing Agent, their financial organizations, or others; and
  - Consumer reporting agencies (such as creditworthiness and credit history).
- Internal data security policies restrict access to nonpublic personal information to authorized employees. The Clearing Agent maintains physical, electronic, and procedural safeguards that are designed to comply with federal standards to guard nonpublic personal information. Employees who violate these policies are subject to disciplinary action, up to and including termination.
- The Clearing Agent may disclose nonpublic personal information about its customer to affiliates, such as banks, mortgage lenders, and securities broker-dealers, in order for affiliates to provide services, such as data processing and loan servicing.
- The Clearing Agent may disclose nonpublic personal information about its customer to nonaffiliated third parties with whom it has contracted to perform services on its behalf, such as printing, mailing, fraud prevention, and data processing services, as well as your nonaffiliated financial organization which has a clearing agreement with the Clearing Agent. The Clearing Agent may also disclose nonpublic personal information about its customer as permitted or required by law.

5. The Clearing Agent does not disclose nonpublic personal information about former customers, except as permitted or required by law.
6. If the Clearing Agent's customers visit a Clearing Agent Internet Web site, it may occasionally use a "cookie" in order to provide better service, to facilitate its customers' use of the Web site, to track usage of the Web site, and to address security hazards. A "cookie" is a small piece of information that a Web site stores on your personal computer and which it can later retrieve. The Clearing Agent may use cookies for some administrative purposes, for example, to store its customers' preferences for certain kinds of information. None will contain information that will enable anyone to contact its customers via telephone, email, or any other means. If the Clearing Agent's customers are uncomfortable with the use of cookie technology, they can set their browsers to refuse cookies. Certain of the Clearing Agent's services, however, could be dependent on cookies and its customers may disable those services by refusing cookies.

## HFS PRIVACY POLICY

### WE RESPECT YOUR PRIVACY

We at Hewitt Financial Services ("HFS") appreciate that you have provided us with your personal financial information. We strive to maintain the privacy of such information. This Privacy Statement describes what nonpublic personal information we collect about you, why we collect it, and when we may share it with others.

Throughout this Privacy Statement, we refer to the nonpublic information that personally identifies you as "Personal Information."

### PERSONAL INFORMATION COLLECTED BY HFS

To serve you better, HFS must collect and maintain accurate nonpublic information that personally identifies you ("Personal Information"). We obtain this information from applications and other forms you submit to us, from our dealings with us, from consumer reporting agencies, from our Web sites, and from third parties and other sources. For example:

We collect the following kinds of Personal Information through applications and other forms you submit to us:

- Identifier and contact information, such as your name, date of birth, address, email address, telephone/fax numbers, Social Security Number, and mother's maiden name;
- Information about your beneficiaries, including, for example, name, Social Security Number, date of birth, address, and telephone numbers;
- Financial information, such as your income, net worth, and tax bracket; and
- Banking information, such as the name of your bank, its contact information and routing number, the type of account you have, and the identification number of those accounts.

We collect Personal Information about your transactions with HFS, such as your account balance, account activity, and investment history.

We collect information about your use of products and services offered by our affiliates, including Hewitt Associates LLC (collectively, "Hewitt Affiliates").

We may obtain Personal Information about your creditworthiness and credit history from consumer reporting agencies.

We may collect Personal Information from other sources in connection with providing or servicing your account.

Through our Web sites, we may collect Personal Information that you provide directly through online communications (such as an email address). We may also collect Personal Information about your Internet service provider, your domain name, your computer's operating system and Web browser, your use of our Web sites, and your product and service preferences through the use of "cookies." "Cookies" recognize your computer each time you return to one of our sites, and help to improve our sites' content and personalize your experience on our sites by, for example, suggesting offerings that may interest you.

### PERSONAL INFORMATION DISCLOSED BY HFS

To provide you with the products and services you request, to serve you better, and to manage our business, we may disclose Personal Information about you as required or permitted by law.

Third-Party Financial Service Providers: In order to provide the investment products and services you have requested, we disclose Personal Information about you to financial institutions ("Third-Party Financial Service Providers"), such as our Clearing Agent, Pershing LLC, as required to meet our obligations to you or as permitted by law.

**Please Note:** When you sign up for a financial product or service offered through HFS, the Third-Party Financial Service Provider will acquire Personal Information about you from HFS, from you, and from third parties. The Third-Party Financial Service Provider's use of your Personal Information, including the Personal Information disclosed by HFS, is governed by a separate privacy policy. HFS urges you to review these privacy policies carefully and to exercise any choices you may have about how Third-Party Financial Service Providers use and disclose your Personal Information.

Hewitt Affiliates: In order to manage your account(s) effectively, including servicing and processing your transactions; letting you know about products and services offered by us, our affiliates, and others; and as otherwise required or

permitted by law, we may disclose Personal Information about you to Hewitt Affiliates.

Other Third Parties: Except as described above, we do not disclose Personal Information to nonaffiliated third parties, except to enable them to provide the products or services you have requested, to provide various other services on our behalf, or as otherwise required or permitted by law. For example, some instances where we may disclose Personal Information about you to third parties include: for servicing and processing transactions, to protect against fraud, for institutional risk control, to respond to judicial process, or to perform services on our behalf. When we share Personal Information about you with these companies, they are required to limit their use of that information to the particular purpose for which it was shared and they are not allowed to share it with others, except to fulfill that limited purpose.

We respect your privacy and do not share your Personal Information with third parties for marketing purposes.

### PROTECTING YOUR PERSONAL INFORMATION.

We maintain physical, electronic, and procedural security measures to help safeguard the Personal Information we collect about you. We have internal policies governing the proper handling of Personal Information. We require third parties that provide support or marketing services on our behalf to adhere to confidentiality standards with respect to such information.

### CONTACT INFORMATION

If you have any questions or complaints about HFS's use of your Personal Information or about this Hewitt Financial Services Privacy Statement, please send an email to: [dataprivacy@hewitt.com](mailto:dataprivacy@hewitt.com).

HFS reserves the right to amend this Hewitt Financial Services Privacy Statement at any time. We will inform you of any changes to this Privacy Statement as required by law.

## CREDIT DISCLOSURE

### Cash Accounts

Cash Accounts may be subject, at the Clearing Agent's discretion, to interest on any debit balances in U.S. dollars or any other currency resulting from failure to make payment in full for securities purchased, from failure to timely deliver securities sold, from proceeds of sales paid prior to settlement date, or from other charges which may be made to the Account.

### 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 the Clearing Agent extends credit for the remainder. This loan appears as a debit balance in U.S. dollars or any other currency on your monthly Account statement. The Clearing Agent charges interest on the debit balance in U.S. dollars or any other currency and requires you to maintain securities, cash, or other property to secure repayment of funds advanced and interest due.

Interest will be charged in the appropriate currency 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 in the appropriate currency on such amount from date of payment until settlement date. In the event that any other charge is made to the Account in U.S. dollars or any other currency for any reason, interest may be charged on the resulting debit balances.

Interest you pay on the loan may be shared between HFS and the Clearing Agent.

### 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 for that currency. The Pershing Base Lending Rate for each currency will be set with reference to commercially recognized interest rates, industry conditions relating to the extension of credit, and general credit market conditions. For a loan in a currency other than U.S. dollars, the Pershing Base Lending Rate will be set based on the above-referenced criteria in the country whose currency is the basis of the loan. When the Pershing Base Lending Rate for a particular currency 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.

### 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.



## 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 for that currency 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 for that currency, 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. If not paid, the interest charge for credit extended to your Account at the close of the interest period is added to the opening debit balance for that currency for the next interest period. Agreements are governed by the laws of the State of New York.

With the exception of credit balances in your Short Account, all other credit and debit balances in the same currency will be combined daily and interest will be charged on the resulting average daily net debit balances for that currency for the interest period. If there is a debit in your cash Account and you hold a Margin Account, interest will be calculated on the combined debit balance for that currency and charged to the Margin Account. Any credit balance in your 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 sale 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 in U.S. dollars or any other currency 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-the-market." Weekly, a 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, on the following business day, your Account will be charged the amount of the dividend or other distribution.

## General Margin Policies

The amount of credit that may be extended by the Clearing Agent and the terms of such extension are governed by rules of the Federal Reserve Board and the New York Stock Exchange, Inc. Within the guidelines of these rules and subject to adjustment required by changes in such rules and the Clearing Agent or HFS's business judgment, the Clearing Agent establishes certain policies with respect to Margin Accounts. The Clearing Agent may require the deposit of additional acceptable collateral at any time. Margin Account equity is the current market value of securities and cash deposited as security less the amount owed the Clearing Agent for credit extended at its discretion. It is the Clearing Agent's general policy to require Margin Account holders to maintain equity in their Accounts of the greater of 30% of the current market value or \$3 per share for common stock. The Clearing Agent applies other standards for other types of securities. For instance, securities valued at less than \$5 per share may not be purchased in a Margin Account. Also, certain securities may be ineligible for margin credit from time to time. For information with respect to general margin maintenance policy for municipal bonds, corporate bonds, United States Treasury notes and bonds, and other securities, as well as information about the eligibility of particular securities for margin credit, please contact HFS.

Notwithstanding the above general policies, the Clearing Agent or HFS 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 these determinations, the Clearing Agent or HFS may take into account various factors, including the size of the Account, liquidity of a position, concentrations of securities in an Account, or a decline in creditworthiness. If you fail to meet a margin call in a timely manner, some or all of your positions may be liquidated.

## Margin Accounts With Money Market Account Sweep

HFS will automatically redeem shares of your qualified Money Market Fund to satisfy a debit balance in your Account or to provide necessary cash collateral in your Margin and Short Accounts. HFS will also automatically redeem shares of your Money Market Fund to the extent necessary to settle securities transactions if your free credit balance on the day before settlement is insufficient to settle the transaction.

## Deposits of Collateral, Lien on Accounts, and Liquidation

In the event that additional collateral is requested, you may deposit funds or acceptable securities into your Margin Account. If satisfactory collateral

is not promptly deposited after a request is made, the Clearing Agent or HFS may, at its discretion, liquidate securities held in any of your Accounts. In this connection, pursuant to our Margin Agreement, the Clearing Agent retains a security and other Property held in your Accounts, including securities held for safekeeping so long as any credit extended remains outstanding.

## Other Disclosures

### 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 clients of financial organizations and for the Clearing Agent's own clients. Your ownership of these securities is reflected in the Clearing Agent'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 the Clearing Agent is partially "called," the Clearing Agent will determine, through a random selection procedure as prescribed by New York Stock Exchange Rules, the ownership of the securities to be submitted for redemption without regard to unsettled sales. 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 HFS to have the Clearing Agent 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 the Clearing Agent of your instructions. The probability of one of your securities being called is the same whether they are held by you or by the Clearing Agent for you.

### Miscellaneous Credits

The Clearing Agent credits to your Account funds belonging to you, such as dividends, interest, redemptions, and proceeds of corporate reorganizations, on the day such funds are received by us. These funds come to us from issuers and various intermediaries in which the Clearing Agent is a participant, such as the Depository Trust Company. Periodically, certain of those intermediaries pass on to their participants some or all of the interest earned on funds while in the possession of the intermediary. To the extent the Clearing Agent receives such payments, we retain them.

Information regarding when the Clearing Agent credits your Account with funds due to you, when those funds are available to you, and/or when you begin earning interest on those funds is available from HFS.

### Substitute Payments

To the extent the Clearing Agent determines (in accordance with federal income tax regulations) that your securities have been loaned, certain payments you receive with respect to such loaned securities will be reclassified as "substitute payments." The federal income tax consequences of receiving a substitute payment are receipt of a payment made by the underlying security. For instance, a dividend received by a corporation may qualify for the dividends received deduction. However, the receipt of a substitute payment in lieu of a dividend will not qualify for the dividends received deduction. Individuals may also be affected if certain payments (such as exempt-interest dividends, capital gain distributions, return of capital, and foreign tax credit dividends) are reclassified as substitute payments. The Clearing Agent suggests you contact your tax advisor to discuss the tax treatment of substitute payments.

### Payment for Order Flow Practices

HFS routes order flow in equity and option securities to its Clearing Agent, Pershing LLC. HFS does not receive compensation for directing order flow. See the terms and conditions section of your customer statement for a description of Pershing's payment for order flow practices. For additional information regarding order routing practices and the venues to which HFS' orders are routed, you may visit [www.orderroutingdisclosure.com](http://www.orderroutingdisclosure.com). Upon written request of HFS, you may obtain the identity of the venue to which your orders were routed for the six months prior to your request and the time of transactions that may have resulted from such orders.

### Mutual Fund Breakpoint Discounts and Other Disclosures Relating to Mutual Fund and Money Fund Fees and Revenue Sharing

Before investing in mutual funds, it is important that you understand the sales charges, expenses, and management fees that you will be charged as

well as the breakpoint discounts to which you may be entitled. Understanding these charges and breakpoint discounts will assist you in identifying the best investment for your particular needs and may help you to reduce the cost of your investment. This section will give you general background information about these charges and discounts; however, sales charges, expenses, management fees, and breakpoint discounts vary from mutual fund to mutual fund. Therefore, you should discuss these matters with your investment professional and review each mutual fund's prospectus and statement of additional information (which are available from your investment professional) to obtain the specific information regarding the charges and breakpoint discounts associated with a particular mutual fund. Many mutual funds waive "front-end" sales charges for accounts maintained as a "rollover" individual retirement account or as an investment option in a qualified retirement plan. Please refer to the applicable fund prospectus, see your investment professional, or call HFS at 1-800-890-3200 for further information.

### Sales Charges

Investors who purchase mutual funds must make certain choices, including which funds to purchase and which share class is most advantageous in light of their specific investing needs. Each mutual fund has a specified investment strategy. You need to consider whether the mutual fund's investment strategy is compatible with your investment objectives. Additionally, many mutual funds offer different share classes. Although each share class represents a similar interest in the mutual fund's portfolio, the mutual fund will charge you different fees and expenses depending upon your choice of share class. As a general rule, Class A shares carry a "front-end" sales charge or "load" that is deducted from your investment at the time you buy the fund shares. This sales charge is a percentage of your total purchase. As explained below, many mutual funds offer volume discounts to the front-end sales charge assessed on Class A shares at certain predetermined levels of investment, which are called "breakpoint discounts." In contrast, Class B and C shares usually do not carry any front-end sales charges. Instead, investors who purchase Class B or C shares pay asset-based sales charges, which may be higher or lower than the charges associated with Class A shares. Investors who purchase Class B or C shares may also be required to pay a sales charge known as a contingent deferred sales charge when they sell their shares, depending upon the rules of the particular mutual fund. This is known as a "back-end" sales charge or "load."

### Breakpoint Discounts

Most mutual funds offer investors a variety of ways to qualify for breakpoint discounts on the sales charge associated with the purchase of Class A shares. In general, most mutual funds provide breakpoint discounts to investors who make large purchases at one time. The extent of the discount depends upon the size of the purchase. Generally, as the amount of the purchase increases, the percentage used to determine the sales load decreases. In fact, the entire sales charge may be waived for investors who make very large purchases of Class A shares. Mutual fund prospectuses contain tables that illustrate the available breakpoint discounts and the investment levels at which breakpoint discounts apply. Additionally, most mutual funds allow investors to qualify for breakpoint discounts based upon current holdings from prior purchases through Rights of Accumulation and from future purchases based upon Letters of Intent. Mutual funds have different rules regarding the availability of Rights of Accumulation and Letters of Intent. Therefore, you should discuss these matters with your investment professional and review the mutual fund's prospectus and statement of additional information to determine the specific terms upon which a mutual fund offers Rights of Accumulation or Letters of Intent.

**Rights of Accumulation**—Many mutual funds allow investors to count the value of previous purchases of the same fund, or another fund within the same fund family, with the value of the current purchase to qualify for breakpoint discounts. Moreover, mutual funds may allow investors to count existing holdings in multiple Accounts, such as individual retirement accounts (IRAs) or Accounts at other financial organizations to qualify for breakpoint discounts. Therefore, if you have Accounts at other financial organizations and wish to take advantage of the balances in these Accounts to qualify for a breakpoint discount, you must advise your investment professional about those balances. You may need to provide documentation establishing the holdings in those other Accounts to your investment professional if you wish to rely upon balances in Accounts at another firm.

In addition, many mutual funds allow investors to count the value of holdings in Accounts of certain related parties, such as spouses or children, to qualify for breakpoint discounts. Each mutual fund has different rules that govern when relatives may rely upon each other's holdings to qualify for breakpoint discounts. You should consult with your investment

professional or review the mutual fund's prospectus or statement of additional information to determine what these rules are for the fund family in which you are investing. If you wish to rely upon the holdings of related parties to qualify for a breakpoint discount, you should advise your investment professional about these Accounts. You may need to provide documentation to your investment professional if you wish to rely upon balances in Accounts at another firm.

Mutual funds also follow different rules to determine the value of existing holdings. Some funds use the current net asset value (NAV) of existing investments in determining whether an investor qualifies for a breakpoint discount. However, a small number of funds use the historical cost, which is the cost of the initial purchase, to determine eligibility for breakpoint discounts. If the mutual fund uses historical costs, you may need to provide Account records, such as confirmation statements or monthly statements, to qualify for a breakpoint discount based upon previous purchases. You should consult with your investment professional and review the mutual fund's prospectus and statement of additional information to determine whether the mutual fund uses either NAV or historical costs to determine breakpoint eligibility.

**Letters of Intent**—Most mutual funds allow investors to qualify for breakpoint discounts by signing a Letter of Intent, which commits the investor to purchasing a specified amount of Class A shares within a defined period of time, usually 13 months. For instance, if an investor plans to purchase \$50,000 worth of Class A shares over a period of 13 months, but each individual purchase would not qualify for a breakpoint discount, the investor could sign a Letter of Intent at the time of the first purchase and receive the breakpoint discount associated with \$50,000 investments on the first and all subsequent purchases. Additionally, some funds offer retroactive Letters of Intent that allow investors to rely upon purchases in the recent past to qualify for a breakpoint discount. However, if an investor fails to invest the amount required by the Letter of Intent, the fund is entitled to retroactively deduct the correct sales charges based upon the amount that the investor actually invested. If you intend to make several purchases within a 13-month period, you should consult your investment professional and the mutual fund prospectus to determine if it would be beneficial for you to sign a Letter of Intent. As you can see, understanding the availability of breakpoint discounts is important because it may allow you to purchase Class A shares at a lower price. The availability of breakpoint discounts may save you money and may also affect your decision regarding the appropriate share class in which to invest. Therefore, you should discuss the availability of breakpoint discounts with your investment professional and carefully review the mutual fund prospectus and its statement of additional information, which you can get from your investment professional, when choosing among the share classes offered by a mutual fund. If you wish to learn more about mutual fund share classes or mutual fund breakpoints, you can also review the investor alerts that are available on the NASD Web site at [www.nasdr.com/alert\\_mfclasses.htm](http://www.nasdr.com/alert_mfclasses.htm) and [www.nasdr.com/alert\\_breakpoints.htm](http://www.nasdr.com/alert_breakpoints.htm).

### Mutual Fund Fees and Revenue Sharing

The Clearing Agent may receive servicing fees from mutual funds that participate in the Clearing Agent's mutual fund no-transaction-fee program in lieu of clearance charges to HFS. Participation by HFS in this program is optional, and HFS may share with the Clearing Agent in such fees. These fees may be considered revenue sharing and are a significant source of revenue for the Clearing Agent and may be a significant source of revenue for HFS. These recurring fees are based on the value of your assets.

The Clearing Agent also receives operational reimbursements from mutual funds in the form of networking or omnibus processing fees. These fees are based on a flat fee per holding and are reimbursed to the Clearing Agent for the work it performs on behalf of the funds, which may include, but is not limited to, subaccounting services, dividend calculation and posting, accounting and reconciliation, client confirmation and statement preparation and mailing, and tax statement preparation and mailing. These fees are a significant source of revenue for the Clearing Agent. For additional details regarding the Clearing Agent's mutual fund no-transaction-fee program or a listing of funds that pay the Clearing Agent networking or omnibus fees, please refer to [www.pershing.com/mutualfunds.htm](http://www.pershing.com/mutualfunds.htm).

### Money Fund Fees and Revenue Sharing

Money fund processing and revenue sharing fees are significant sources of revenue for the Clearing Agent and may be significant sources of revenue for HFS.

The Clearing Agent receives fees from money fund providers for making available money market funds or FDIC-insured bank deposits, which you have selected through HFS. These fees are paid in accordance with an asset-based formula based on established amounts of money market funds or

FDIC-insured bank deposits available through the Clearing Agent. HFS may share in these fees. A portion of the Clearing Agent's fees is applied against costs associated with providing services on behalf of the funds, which may include sweep systems, subaccounting services, dividend calculation and posting, accounting and reconciliation, client statement preparation and mailing, tax statement preparation and mailing, marketing and distribution-related support, and other services.

The Clearing Agent receives processing fees from certain money fund providers, including one which is associated with HFS. These fees reimburse the Clearing Agent for operational services it performs on behalf of the funds, which may include sweep systems, subaccounting services, dividend calculation and posting, accounting and reconciliation, client statement preparation and mailing, tax statement preparation and mailing, or other services. For a listing of money funds that pay the Clearing Agent revenue sharing and processing fees, please refer to [www.pershing.com/mutualfunds.htm](http://www.pershing.com/mutualfunds.htm).

#### **Disclosure Required by New York Stock Exchange® Rule 446(D)**

The Clearing Agent maintains a business continuity plan, including redundant data centers and alternate processing facilities, to address interruptions to normal course of business. These plans are reviewed annually and updated as necessary. The plans outline the actions the Clearing Agent will take in event of building, citywide, or regional incident, including relocating technology and operation personnel to preassigned alternate regional facilities. Technology data processing can also be switched to an alternate regional data center. All Clearing Agent operational facilities are equipped for resumption of business and are tested several times per year. The Clearing Agent's recovery time objective for business resumption, including those involving a relocation of personnel or technology, is four (4) hours. This recovery objective may be negatively affected by the unavailability of external resources and circumstances beyond our control. In the event that HFS experiences a significant business interruption, Clearing Agent may be contacted directly to process limited trade-related transactions, cash disbursements, and security transfers. Instructions to the Clearing Agent must be in writing and transmitted via facsimile at (201) 413-5368 or by postal service as follows:

Pershing LLC  
P.O. Box 2065  
Jersey City, New Jersey 07303-2065

For additional information about how to request funds and securities when HFS cannot be contacted due to a significant business interruption, please visit the About Pershing section of the Clearing Agent Web site at [www.pershing.com](http://www.pershing.com) or call (201) 413-3635 for recorded instructions. If you cannot access the instructions from the Web site or the previously noted telephone number, the Clearing Agent may be contacted at (213) 624-6100, extension 500, as an alternate telephone number for recorded instructions.

#### **Liens and Levies**

If for any reason your Account is subject to a lien or levy directed to the Clearing Agent or HFS, both parties will abide by the directions of the federal, state, or other levying authority unless they receive a court order staying or quashing the lien or levy, or some other form of release from the levying authority. In the event the Clearing Agent receives a lien or levy on your Account, your Account may be assessed a reasonable processing fee.

#### **Electronic Confirmations**

Certain clients receive electronic confirmations through the Depository Trust Company or other institutional delivery systems in lieu of hard-copy confirmations of each transaction. You should be aware that all of the terms, conditions, and disclosures set forth on such hard-copy confirmations will continue to apply to each confirmation processed electronically, including, among other things, the following:

- Securities purchased on a cash or margin basis are or may be hypothecated under circumstances which will permit the commingling thereof with securities carried for other clients, but such securities, if hypothecated, will be withdrawn from hypothecation as soon as practicable after receipt of payment here for.
- If the transaction is a purchase by you in a cash Account and sufficient funds are not already in your Account with us, it is agreed that you will make full payment for the securities described on the confirmation promptly and not later than settlement date in accordance with the terms of this transaction and that you do not contemplate sale of such securities prior to making such payment. If the securities described are not already held in your Account with us, we are acting upon your representation that you or your principal own such securities, and it is agreed that you

will promptly and not later than settlement date deposit such securities with us. If full payment for the securities purchased by you in the transaction is not received by us, or if securities sold by you are not delivered to us in proper form on or after the first trading day after settlement date, we may at our option cancel or otherwise liquidate the transaction without notice to you, and you will be liable to us for any resulting loss, including, without limitation, all expenses, attorney's fees, and other costs incurred by us and interest thereon.

- Provisions of agreements and contracts shall inure to any successor of HFS or the Clearing Agent.
- It is understood and agreed that all transactions are subject to the rules and customs of the exchange or market (and its clearing house, if any) where they are executed. The name of the broker or party and the time of execution will be furnished on request.
- Commission rates are subject to negotiation, and any commission charged to you on the transaction may be more or less than commissions charged to or by others in similar transactions. The source and amount of other commissions charged by us in connection with the transaction will be furnished on request.
- Call features may exist for securities. Call features for fixed-income securities may affect yield. Complete information will be provided upon request.
- The ratings that appear in the description of some fixed-income securities have been obtained from ratings services that the Clearing Agent believed to be reliable; however, the Clearing Agent cannot guarantee their accuracy. Securities for which a rating is not available are marked "UNRATED."
- If the transaction involves an asset-backed security including a municipal collateralized mortgage obligation which represents an interest in or is secured by a pool of receivables or other financial assets that are subject continuously to prepayment, then the actual yield of such security may vary according to the rate at which the underlying receivable or other financial assets are prepaid. Information concerning the factors that affect yield (including at a minimum estimated yield, weighted average life, and the prepayment assumptions of underlying yield) will be furnished upon your written request.

#### **Lost Securities**

If your statement indicates that securities were forwarded to you and you have not received them, you should notify HFS or the Clearing Agent immediately. If notification is received within 120 days after the mailing date, as reflected on your statement, replacement will be made free of charge. Thereafter, a fee for replacement may apply.

#### **Account Insurance**

Currently, securities held in custody by the Clearing Agent for your Account are protected up to the total amount in the Account. Of this total, Securities Investor Protection Corporation ("SIPC") provides \$500,000 of coverage, including \$100,000 for claims for cash. The remaining coverage on securities only is provided by the Clearing Agent through a commercial insurer. This Account protection applies when an SIPC member firm fails financially and is unable to meet obligations to securities customers, but it does not protect against losses from the rise and fall in market value of investments. You will be notified of any change in this protection in accordance with the provisions of your Customer Agreement.

Securities and insurance products offered by HFS LLC are:

NOT FDIC INSURED—NO BANK GUARANTEE—MAY LOSE VALUE

#### **Customer Complaints**

If you wish to file a complaint with HFS, please address your correspondence to HFS, Attn: Compliance Department, P.O. Box 563901, Charlotte, NC 28256-3901 or by telephone at 1-800-890-3200.

#### **Business Continuity Plan**

Hewitt Financial Services maintains a business continuity plan for its introducing broker-dealer activities detailing how we will address interruptions to our normal course of business. The unpredictability of events and timing require flexibility of response, and we review our plans regularly and update as necessary.

We plan to safeguard our employees and property and to recover and resume customer trading facilitation, account access and service activities, and protect the firm's books and records. Our plan addresses operational redundancy between our two regional locations; complete customer access to their accounts through our Clearing Agent, Pershing LLC; critical business systems; and alternate communications means with customers, employees, regulators, clearing firm (Pershing LLC), parent company (Hewitt Associates LLC), and branch location.

Since disruptions can vary in scope and duration, key components of our plan include full redundancy of critical business functions at both of our locations, widely geographically separated, as well as full customer service and trading ability available at our clearing firm (Pershing LLC). In any situation, we plan to continue in business and will notify you through our Web site, [www.hewittfs.com](http://www.hewittfs.com), or our regular phone number, which is in use for both of our locations. If you cannot access us through either of these means, contact our clearing firm, Pershing LLC, at 201-413-3635, or for recorded instructions at (213) 624-6100, extension 500.

**Important information for Vermont residents.**

As long as you remain a resident of Vermont, the information we may share about you with other financial institutions with which we have a joint marketing agreement is limited to your name, contact information, and information about our transactions and experiences with you. In addition, within the Hewitt family we will not share certain information (other than information about our transactions and experiences with you) from your account applications or information we receive from third parties without your authorization. To authorize the sharing of this information within the Hewitt family, please see Contact Information in the HFS Privacy Policy section of this agreement.