

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

The BillSuite Agreement is made by and among You, Administrator, and CheckFree.

**KEEP A COPY FOR YOUR RECORDS.** This is Your Customer Agreement for a Corestone<sup>®</sup> account with Pershing LLC (“Pershing”).

## SECTION A — BACKGROUND

### A.1. Roles of Service Providers

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

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

### A.2. Agreement Structure

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

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

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

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

Section D provides the terms and conditions related to the BillSuite services (“BillSuite Agreement”). The BillSuite Agreement is made by and among You, Administrator, and CheckFree.

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

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

### A.3. Contact Us

You may contact Us at: Pershing LLC, One Pershing Plaza, Asset Management Account Department, Jersey City, New Jersey 07399.

Or, call Us at (800) 547-7008.

### A.4. Definitions

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

**“Account”** refers to Your Corestone<sup>®</sup> cash or margin brokerage account with Pershing.

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

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

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

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

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

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

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

**“Bank”** means, as the context requires: (i) PNC Bank, N.A., or any successor bank, solely with respect to Cards and Card Transactions; and/or (ii) The Bank of New York Mellon, or any successor bank, solely with respect to Checks, Checking Transactions and ACH Transactions.

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

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

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

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

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

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

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

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

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

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

## Corestone® Account Agreement

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

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

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

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

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

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

**"Corestone Account Application"** refers to the Application You submit to open a Corestone account.

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

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

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

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

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

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

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

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

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

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

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

**"Introducing Financial Organization"** refers to a bank, brokerage firm, or other financial organization introducing Your Account to Pershing.

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

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

**"Pershing"** means Pershing LLC.

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

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

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

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

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

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

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

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

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

## SECTION B — BROKERAGE AGREEMENT

### B.1. Pershing's Role

Pershing may accept from Your Introducing Financial Organization, without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin or otherwise, and (ii) other instructions concerning Your accounts. Notices to You concerning margin requirements or other matters related to You usually will go through the Introducing Financial Organization; however direct contact by Pershing may occur if market conditions, time constraints or other circumstances require it. Pershing shall not be responsible or liable for any acts or omissions of the Introducing Financial Organization or its employees. You understand that Pershing provides no investment advice nor does Pershing give advice or offer any opinion with respect to the suitability of any transaction or order. You authorize Pershing to act as Your agent to purchase and redeem for Your account shares of the Funds, as previously defined, and You agree that You shall not hold Pershing, its other divisions, affiliates, officers, directors or agents liable for any trading losses incurred. You understand that Pershing will provide services to You including, but not limited to, furnishing necessary documents and information, and taking requisite action regarding inquiries, complaints or disputes concerning Your Corestone account.

### B.2. Description of Account

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

### B.3. Minimum Suggested to Open an Account

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

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

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

### B.5. Applicable Rules and Regulations

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

### B.6. Fund

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

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

### B.7. Lien

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

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

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

**PLEASE NOTE: PARAGRAPHS B.9, B.10 AND B. 11 APPLY TO MARGIN ACCOUNTS ONLY. THE INTRODUCING FINANCIAL ORGANIZATION IS INTENDED TO HAVE THE BENEFIT AND IS A THIRD-PARTY BENEFICIARY OF THESE PARAGRAPHS AS WELL AS PARAGRAPHS B.12, B.13 AND B.14.**

### B.9. Liquidation

If, in Pershing's discretion, Pershing considers it necessary for Pershing's protection to require additional collateral or in the event that a petition in bankruptcy or for appointment of a receiver is filed by or against You, or an attachment is levied against Your accounts, or in the event of Your death, Pershing shall have the right to sell any or all securities, commodities and other property in the accounts Pershing has established for You, whether carried individually or jointly with others, to buy any or all securities, commodities and other property which may be short in such accounts, to cancel any open orders, and to close any or all outstanding contracts, all without demand for margin or additional

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

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

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

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

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

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

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

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

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

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

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

Communications may be sent to You at Your current address, which is on file at Pershing's office, or at such other address as You may hereafter give Pershing in writing, or through Your Introducing Financial Organization; and all communications so sent, whether by

mail, telegraph, messenger or otherwise, shall be deemed given to You personally, whether actually received or not.

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

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

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

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

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

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

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

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

## **B.19. Assignment of Pershing's Rights Under This Brokerage Agreement to the Introducing Financial Organization**

You agree that any rights that Pershing has under this Brokerage Agreement, including but not limited to the right to collect any Debit Balance or other obligations owing in any of Your accounts, may be assigned to Your Introducing Financial Organization so that Your Introducing Financial Organization may collect from You independently or jointly with Pershing, or enforce any other rights granted to Pershing under this Brokerage Agreement.

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

You acknowledge that Pershing will not provide You with any legal, tax or accounting advice, that Pershing's employees are not authorized to give any such advice and that You will not solicit or rely upon any such

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

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

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

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

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

## B.23. Arbitration Disclosures

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

- **EACH PARTY TO THIS BROKERAGE AGREEMENT IS GIVING UP THE RIGHT TO SUE EACH OTHER PARTY IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS BROKERAGE AGREEMENT.**

## B.24. Arbitration Agreement

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

**NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS BROKERAGE AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.**

## DISCLOSURE OF CREDIT TERMS

### B.25. Cash Accounts

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

### B.26. Margin Accounts

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

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

### B.27. Interest Rates

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

### B.28. Interest Period

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

### B.29. Method of Interest Computation

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

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

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

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

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

### B.30. General Margin Policies

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

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

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

### B.32. Callable Securities

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

The terms of many bonds allow the issuer to partially redeem or "call" the issue prior to maturity date. Certain preferred stocks are also subject to being called by the issuer. Whenever any such security being held by Pershing is partially "called," Pershing will determine through a random selection procedure as prescribed by the New York Stock Exchange rules, the ownership of the securities to be submitted for redemption. In the event that such securities owned by You are selected and redeemed, Your Account will be credited with the proceeds.

Should You not wish to be subject to this random selection process, You must instruct Your Introducing Financial Organization to have Pershing deliver Your securities to You. Delivery will be effected provided, of course, that Your position is unencumbered or had not already been called by the issuer as described, prior to receipt by Pershing of Your instructions. The probability of one of Your securities being called is the same whether they are held by You or by Pershing for You.

### B.33. Options Exercise Assignments

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

### B.34. Lost Securities

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

### B.35. Loan Consent

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

## B.36. Shareholder Vote of Loaned Securities

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

## B.37. No Waiver

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

## B.38. Governing Law

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

## B.39. Amendments

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

## SECTION C — BANKING SERVICES AGREEMENT

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

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

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

**C.1.b. Payment for Transactions.** On a daily basis, Administrator will notify Pershing of the Transactions on Your Account of which Administrator becomes aware. Your behalf on each Business Day that Pershing receives notice of the Transactions.

You authorize Pershing to charge Your Account in order to pay for Transactions. Each Transaction shall be considered to be Your direction to Us to charge or reduce Your Available Balance. **The Available Balance comprises the following three components (and Pershing will make payments for the charges in the following order of priority): (1) any free credit balances in Your Account; (2) the net asset value of the shares in the Funds; (3) the available margin loan value of securities in the Account (if Your Corestone account is established as a margin account).** When You use Your Card, the charge or reduction to Your Available Balance generally occurs immediately with the exception of pre-authorized Transactions and You understand that You have no right to stop payment on any Card Transaction. See the Stop Payment — Checks section below to learn how to stop payments on Checks You have written. Also, see the pre-authorized Transaction section to learn how to stop payments on pre-authorized Card and ACH Transactions. You understand that Card Authorizations will reduce Your Available Balance by the amount of the Card Authorization even if the Card Authorization does not result in a Transaction. Note that a Card Authorization will reduce Your Available Balance until the Transaction is completed in whole or in part, or after the expiration of a time period specified by Us.

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

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

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

**C.1.e. Your Duty to Examine Your Statement — Checks.** As used in this section, the term "problem" means any error, alteration or unauthorized Transaction (including, but not limited to, forged or missing signatures, unauthorized wire transfers, and excluding Electronic Fund Transfers) related to any Check Transaction(s) for Your Account. Because You are in the best position to discover any problem, You will promptly examine Your statement and report to Us any problem on or related to Your statement. You agree that none of Us will be responsible for any problem related to a Check Transaction that:

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

You may not start a legal action against any of Us because of any problem unless: (a) You have given Us the above notice and (b) the legal action begins within one year after We send or make Your statement available to You. If You make a claim against any of Us in connection with a problem,

each of Us reserves the right to conduct a reasonable investigation before crediting Your Account, and You agree to cooperate in such investigation. If any of Us requests, You agree to complete an affidavit of forgery or other proof of loss. If You refuse to sign such an affidavit, none of Us will be liable to You for any loss arising from the problem. For problems involving an electronic banking transaction, please refer to the "Electronic Fund Transfers" sections of this Agreement.

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

**C.1.f. Your Duty to Examine Your Statement — Cards.** Please see the section below entitled "Electronic Fund Transfers."

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

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

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

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

**C.1.k. Documentation.** We may add images of Your application with respect to the Banking Services provided in connection with this Banking Services Agreement to Our electronic document storage systems. After doing so, the original documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.

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

**C.1.m. Safeguard Your Checks.** You may not be able to recover amounts withdrawn through unauthorized use of Checks if You have not taken reasonable care in safeguarding the Checks or have not promptly notified Pershing of the unauthorized use.

## C.2. Card Transactions

### C.2.a. Conveniences.

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

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

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

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

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

### C.2.d. Restrictions.

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

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

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

**C.2.e. Visa Account Updater (VAU).** VAU is a free service provided for each VISA® debit card to facilitate uninterrupted processing of Your recurring charges with merchants. When a debit card is re-issued to You, VAU automatically provides the updated card information to each merchant, if the merchant participates in the VAU service. Updates to payment information is not guaranteed to be processed before the next billing cycle. If at any time You wish to opt out of the VAU service or if You have any questions, please contact our Client Service team at 1-800-547-7008 within the United States. For calls outside of the United States, please make a collect call to 610-382-8380.

## C.3. Check Writing and ACH Privileges

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

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

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

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

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

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



- Any person that You authorize in writing to make withdrawals by Check, or otherwise, from Your Account; or
- Any person to whom You make Your Checkbook or Your Checking account number available.

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

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

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

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

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

**C.3.f. Copies of Cancelled Checks.** We will not return to You Checks that have been paid against Your Account. At Your request We shall provide You with photocopies or image copies of Checks paid against the Account or other Account documentation, if such Checks or documents are available to Us under Our record retention policies. If You request a copy, We may impose a processing fee.

**C.3.g. Refusing Payment on Your Checks.** If one of Your Checks is presented for payment and there are not sufficient available funds available in Your Account, or if the Check is not properly signed or contains some other irregularity, We may refuse payment and return the Check to the person who presented it. You acknowledge that it is difficult or impossible for Us to verify whether an endorsement by a corporation or other business entity is valid. You also acknowledge that it is difficult or impossible for Us to verify whether an endorsement by someone other than the person presenting a Check for payment is valid.

### C.3.h. Stop Payments — Checks

**Checks.** Unless otherwise provided, the provisions in this section cover

stopping payment of Checks. Rules for stopping payment of other types of transfers of funds, such as consumer Electronic Fund Transfers, are mentioned elsewhere.

**Oral and Written Orders.** You are generally permitted to make stop-payment orders orally; telephone is the most common medium used. To request a stop payment, please call Us at (800) 547-7008. When You place Your stop-payment order, the service representative will tell You what information is needed to stop payment. If You provide Your stop-payment order in writing, You must send it to the address on page 1 of this Agreement. To stop an individual check You must provide the following information to Us: Check Writing number; amount; Check number; name of party to be paid; date; and Your name and address. In addition, You are generally permitted to make a stop payment order on a range of checks. If You provide Your stop payment order for a range of checks in writing, You must provide the following information to Administrator: Checkwriting number; Check numbers of the first and last Checks in the range; and Your name and address. **The stop-payment information must be correct and exact. If Your information is not correct and exact, We cannot assure You that Your order will be effective, and We will not be responsible for failure to stop payment.**

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

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

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

- You will have to prove to Administrator and Bank that You have suffered a loss and, if so, the amount of the loss;
- Administrator and Bank will be able to enforce any rights that the original payee or any other person who held the Check had against You; and
- the Account will not be recredited until You prove Your loss and We are satisfied that We are required by law to do so.

The law provides additional limitations on Administrator's and Bank's obligation to stop payment. (For example, You cannot stop payment on an item that has already been paid.)

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

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

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

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

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

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

**C.3.m. Insufficient Funds.** If one of Your Checks is presented for payment and there are not sufficient funds available in Your Account, Pershing may cause Bank (via Administrator) to pay or refuse to pay any or all such items in Our discretion. We may also charge Your Account a service charge, regardless of whether We pay the item or return the item unpaid. You have no right to request that any certain item be paid, and none of Us has any responsibility for paying or returning any item requested. If Your Account is overdrawn for any reason, You agree to deposit sufficient funds to cover the overdraft and Our service charge immediately.

A determination of Your Account Balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made. Pershing will determine Your Account Balance based on information provided from time to time by Administrator, which may not be accurate at the time a particular item is presented to Administrator. You authorize Administrator and/or Bank to return items for insufficient funds based on information provided by Pershing.

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

You agree that We do not have to notify You when We refuse to pay a Check You have written, or when We pay a check that overdraws Your Account, or when We impose a fee in either case.

**C.3.n. Use of Check Images and Substitute Checks.** You agree that We may debit Your Account for a Check image of an original Check presented for payment or collection. In this situation, We may debit Your Account without receipt of, or review of, the original Check associated with the Check image. In Our sole discretion, We may return to a presenting bank, returning bank or paying bank or credit to Your Account, a paper copy or paper representation of an original Check (including without limitation an image replacement document

or IRD, or a photocopy) drawn on or returned to Your Account that does not otherwise meet the technical or legal requirements for a substitute Check.

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

In addition, a Check that You write may be truncated in the Check collection process and replaced with a substitute Check. You authorize Us to pay, process or return a substitute Check in the same manner as "Check" or "item" under this Agreement. Substitute Checks are governed under the Check Clearing for the 21st Century Act ("Check 21 Act") and the terms of this Agreement, to the extent not modified by the Check 21 Act. **Notwithstanding the foregoing, You understand that Your Checks are drawn on an omnibus account maintained by Administrator (on behalf of Pershing) with Bank, and that as a result, You are not considered a "consumer" as that term is used in the Check 21 Act.**

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

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

**C.3.p. Not Bank Account.** You should be aware that the Services are intended to provide easy access to assets in Your Account, but that Your Account is not a bank account. **Assets in the Account are not deposits or obligations of, nor insured or guaranteed by, the U.S. government, any financial institution (including Administrator and Bank), the Federal Deposit Insurance Corporation, or the Federal Reserve Board.**

**C.3.q. Automated Clearing House Transfers.** Money can be credited to or debited from Your Account because of ACH or other money transfer entries. These credits and debits are normally subject to additional rules of the money transfer system that processes them, such as the rules of the National Automated Clearing House Association and local ACH operating rules.

An ACH credit entry to Your Account is provisional until the Bank receives final settlement through a Federal Reserve Bank or otherwise receives payment as provided in Section 403(a) of Article 4A of the Uniform Commercial Code. The Bank is entitled to a refund of the credit entry if it does not receive final settlement or payment. In that case, the person who originally sent the credit entry will be considered not to have paid You.

In addition, unless required by applicable law, Pershing will generally not give You notice of the receipt of an entry by the Bank. Entries will, however, be included on Your Account statement.

For instructions on how to make stop payment orders on preauthorized ACH payments, see Section C.4.e.

## C.4. Electronic Fund Transfers

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

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

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

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

- Pay for purchases
- Pay bills.

**C.4.b. Limits on Dollar Amount of Card Transactions.** The ATM You use may have limits on the amount of cash that can be received at that machine. These limits may include transactional and daily limits. We have a \$500.00 maximum for Silver Plus, \$1,500.00 for Gold and \$3,000.00 for Platinum withdrawal amount for ATM withdrawals per Banking Day, subject to Available Balance in Your Account. Limits may be changed by Us at any time and, if required by law, with advance notice. Sometimes a temporary \$500.00 limit per Banking Day may be imposed for security purposes or when the Card Transaction volume in Your Account exceeds normal conditions. There may be other limitations stated in this Agreement or in other agreement(s) between You and Pershing and You and Your Introducing Financial Organization.

Your Card may be used up to the Available Balance to withdraw from Your Account. However, there are thresholds that will require additional security verification. The thresholds are as follows: \$20,000.00 for Silver Plus, \$25,000.00 for Gold and \$30,000.00 for Platinum Card Transaction limit per day. ATM Withdrawals, Cash Advances, Purchases and Card Authorizations all count against these Card Transaction limits. In addition, there is a single Cash Advance Transaction threshold and a daily Cash Advance Transaction limit of \$20,000.00 for Silver Plus, \$25,000.00 for Gold and \$30,000.00 for Platinum per Banking Day.

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

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

- the PIN is wrong after three attempts (certain ATMs may limit You to fewer attempts); or
- You exceed the limits on dollar amounts and/or frequency of Transactions; or
- Your Card was reported lost or stolen; or
- Your Account has been closed; or
- Your Card expired or was replaced; or
- the machine is not operating properly; or
- there are other legitimate business reasons.

## C.4.e. Preauthorized Transactions.

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

**General.** Call Us at (800) 547-7008, or write Pershing at Pershing LLC, One Pershing Plaza, Asset Management Account Department, Jersey City, New Jersey 07399, in time for Us to receive Your request 3 Business Days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and which must be received by Us within 14 days after You call. (We may

charge You a fee for each stop-payment order You give.)

**Notice of varying amounts.** If these regular payments may vary in amount, the person You are going to pay should tell You, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that You set.)

**Notice of date change.** If the person You are going to pay changes the scheduled due date of preauthorized payment, that person should provide You at least 7 calendar days' notice.

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

**Stop Payment — Single Payment.** With respect to an individual Card or ACH payment:

**General.** If You desire to stop a single Card or ACH payment call Us at the number above or write to Us at the address above. We will stop the payment if We have a reasonable opportunity to act upon the stop payment request prior to acting on the Transaction. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. (We may charge You a fee for each stop-payment order You give.)

**Liability for failure to stop payment of single preauthorized transfer.** If You order Us to stop a single Card or ACH payment and We have a reasonable opportunity to act upon the stop payment request prior to acting on the Transaction, and We do not do so, We will be liable for Your losses or damages.

**C.4.f. Lost or Stolen Cards or Unauthorized Transactions for Your Protection — Notify Us Promptly.** You must tell Us AT ONCE if You believe Your Card has been lost or stolen or if an unauthorized person may know your PIN or if You believe that an Electronic Fund Transfer has been made without Your permission using information from Your Check. Telephoning is the best way of keeping Your possible losses down. **The loss, theft or unauthorized use of Your Card could cause You to lose all of the cash assets (Your Free Credit Balance and Fund shares) in Your Account, plus any amount up to the Available Margin Loan Value of Your marginable securities.** You will not be liable for unauthorized use of Your Card that occurs after You tell Us about the loss, theft or unauthorized use of Your Card.

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

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

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

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

- **DO NOT PROVIDE ANYONE WITH YOUR PIN;**
- **DO NOT WRITE YOUR PIN ON THE CARD;**

- **DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE CARD AND**
- **DO NOT TELL ANYONE YOUR PIN, NOT EVEN SOMEONE FROM ADMINISTRATOR, BANK OR PERSHING.**

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

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

**If a good reason (such as a long trip or a hospital stay) kept You from telling Us, We will extend the time periods.**

**C.4.g. Errors and Questions.** In case of errors or questions about your Electronic Fund Transfer, please contact Pershing at the address and phone number stated on page 1 of this Agreement immediately, if You think Your statement or receipt is wrong or if You need more information about a transfer listed on the statement or receipt. Pershing must hear from You no later than 60 days after Pershing sent or made available the FIRST statement on which the problem or error appeared.

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

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

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

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

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

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

**Informing You of the Results.** In any case, We will tell You the results within three Business Days after We complete Our investigation. If We decide that there was no error, We will reverse the applicable credit

and send You a written explanation. You may ask Us for copies of the documents that We used in Our investigation.

**C.4.h. Our Liability for Failure to Complete Electronic Fund Transfers.** If We do not complete an Electronic Fund Transfer to or from Your Account on time or in the correct amount according to this Agreement, We will be liable for Your losses or damages. However, there are some exceptions. We will not be liable, for instance if:

- through no fault of Ours, You do not have a sufficient Available Balance to make the Transaction; or
- any ATM, other device, Card or computer system was not working properly and You knew about the breakdown when You started the Transaction; or
- the ATM or other device You are using for the Transaction does not have enough cash; or
- the ATM or other device You are using for the Transaction was unable to process the Transaction; or
- Your Account is frozen (for example, because of a court order or other similar reason) and We are not permitted to make the Transaction; or
- circumstances beyond Our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that We have taken; or
- You have failed to enter Your correct PIN after the maximum number of attempts permitted; or
- You failed to use the ATM, other device, Card or computer system in accordance with instructions; or
- We have limited or refused to complete Transactions for security reasons; or
- We have reason to believe that the requested Transaction is unauthorized.

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

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

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

## C.5. Confidentiality

You give Us permission to share information with Pershing, Administrator and Bank. Under normal circumstances, We will not reveal any information about Your Accounts to third parties. We will not reveal any information to third parties about Your Account and Your Transactions EXCEPT: (1) You hereby authorize Us to share information concerning Your Transactions with Pershing, Administrator and Bank); or (2) where it is necessary for completing Your Transactions or providing any related Card and/or Check benefits to You; or (3) in order to verify the existence and condition of Your Account for a third party, such as a

credit bureau or merchant; or (4) in order to comply with laws or with orders or subpoenas of government agencies or courts; or (5) if You give Us written permission; or (6) to other persons and entities in order to resolve disputes arising from Transactions; or (7) in the circumstances contemplated by Pershing's Privacy Policy, as furnished to You separately and updated or amended from time to time by Pershing.

## C.6. Disputes Involving Your Account

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

## C.7. Our Duty of Care

The duty of care of Pershing, Administrator and Bank to You is satisfied if reasonable banking procedures are followed. Unless We have specifically agreed with You in writing, Our duties will not include monitoring nonstandard instructions or other legends appearing on Checks. We shall be deemed to have exercised ordinary care as to Your signature if We process Your Check by automated means only (so as to clear the largest number of checks at the lowest cost to customers) or if any unauthorized signature or alteration is so skillfully made that a reasonably careful person would not readily detect it. A clerical error or mistake in judgment is not to be considered a failure to meet the duty of care of Pershing, Administrator or Bank.

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

## C.8. Extraordinary Events

None of Pershing, Administrator or Bank is liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond Our control.

## C.9. Terminating Your Banking Services

Pershing, Administrator, Bank or You may terminate this Banking Services Agreement, including the use of Check writing services, Cards or other Banking Services, if applicable, at any time, without closing Your Account. Without limiting the foregoing, Your Card will be cancelled and Your Check writing services, Cards or other Banking Services, as applicable, terminated effective with the closing of Your Account. You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, You shall promptly destroy all Checks and Cards. Failure to do so may result in a delay in Our complying with Your instructions regarding the disposition of assets.

## C.10. Lawful Use

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

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

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

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

## C.12. Governing Law

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

## C.13. Priority of Agreements

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

## C.14. Representations and Amendments

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

## SECTION D — BILLSUITE™ AGREEMENT

### D.1. Introduction

This Terms of Service document (hereinafter "Agreement") is a contract between you and [Pershing LLC] (hereinafter "we" or "us") in connection with the Electronic Bill Payment and Presentment service ("EBPP Service" or "Service") that is described further below. This Agreement applies to EBPP Service offered through our online banking site (the "Site") and the portion of the Site through which the EBPP Service is offered.

**D.1.a. Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

### D.2. Notices and Other Communications.

**D.2.a. Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service may be sent by postal mail to: [Pershing LLC, Asset Management Accounts, One Pershing Plaza, Jersey City, NJ 07399]. You can also call us at [800-547-7008] for questions and other purposes concerning the Service.

**D.2.b. Notices to You Regarding the Service.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or

customer profile. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request.

**D.2.c. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

### D.3. Defined Terms

Capitalized terms not otherwise defined are defined in Section 23 below.

### D.4. The Service

The EBPP Service enables you to receive, view, and pay bills from the Site.

**D.4.a. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Account may be debited earlier than the Scheduled Payment Date.

**D.4.b. Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

- When the Service receives a Payment Instruction, you authorize the Service to debit your Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.
- The Service will attempt to make all your payments properly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
  1. If, through no fault of the Service, your Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
  2. The payment processing center is not working properly and you

know or have been advised by the Service about the malfunction before you execute the transaction;

3. You have not provided the Service with the correct Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Account or causes funds from your Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

**D.4.c. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**D.4.d. Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must notify us as described in Section 2 above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**D.4.e. Exception Payments Requests.** Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.

**D.4.f. Bill Delivery and Presentment.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- **Presentation of electronic bills.** You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis.

The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

- **Paper Copies of electronic bills.** If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- **Sharing Information with Billers.** You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
- **Information held by the Biller.** We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- **Activation.** We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- **Authorization to obtain bill data.** You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- **Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- **Non-Delivery of electronic bill(s).** You agree to hold us harmless should the Biller fail to deliver your bill(s) or statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- **Accuracy and dispute of electronic bill.** We are not responsible for the accuracy of your electronic bill(s) or statement(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

**D.4.g. Biller Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make an Exception Payment under this Agreement.

**D.4.h. Returned Payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Account. You may receive notification from the Service.

**D.4.i. Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. In addition, your transactions will be reflected on your brokerage statements.

**D.4.j. Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right, but not the obligation, to monitor for, block, cancel and/or reverse such payments: (a) payments to Billers outside of the United States or its territories; (b) payments to purchase securities; and (c) payments that violate any law, statute, ordinance or regulation.

- In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us of any violations of the Agreement generally.

**D.4.k. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

**D.4.l. Failed or Returned Payment Instructions.** In using the Service, you are requesting us to attempt to make payments for you from your Account. If we are unable to complete the Payment Instruction for any reason associated with your Account (for example, there are insufficient funds in your Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, we will attempt to debit the Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us. In each such case, you agree that:

- You will reimburse us or our Service Providers immediately upon demand the amount of the Payment Instruction if we have delivered

the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Account to allow us to complete the debit processing;

- For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Providers;
- You may be assessed a fee by our Service Providers and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Account, or the transaction would exceed the credit or overdraft protection limit of your Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Account, including by ACH debit;
- You will reimburse us and our Service Providers for any reasonable fees or costs we incur in attempting to collect any amounts from you; and
- We and our Service Providers are authorized to report the facts concerning the return to any credit reporting agency.

#### D.4.m. Fees and Additional Charges

- **Service Fees and Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the within the Service or Site. Applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account. There may also be charges for additional transactions and other optional services. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your Account. Any of our other fees (not associated with the Service) will continue to apply. Section D.4.l (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Account for such fees, as described in this Section, and there are insufficient fees in the Account.
- **Telephone and Internet Fees and Charges.** You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.

#### D.5. Errors, Questions, and Complaints

**D.5.a.** In case of errors or questions about your transactions, you should as soon as possible notify us as set forth in Section 2 above.

**D.5.b.** If you think your periodic statement for your Account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we first send you (or make available to you) the applicable periodic statement for your account that identifies the error. You must:

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

**D.5.c.** If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature

of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

#### D.6. Your Liability for Unauthorized Transfers

Immediately following your discovery of an unauthorized Payment Instruction, you should notify us as set forth in Section 2 above. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. You could lose all the money in your Account (plus the maximum amount available via margin, if any). **If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the period.**

#### D.7. Additional Responsibilities

In addition to your other responsibilities set forth in this Agreement,

**D.7.a. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes may be able to be made within the user interface of the Service or by notifying us as set forth in Section 2 above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Account, Payment Instructions or contact information.

**D.7.b. Billers, Products and Services.** We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments). This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**D.7.c. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**D.7.d. Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must notify us at once at the telephone number provided in Section 2 above. See also



Section 6 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

## D.8. Information Authorization

**D.8.a.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Service, each Service Provider has the right to conduct standard credit screening on you for purposes of authentication, conducting risk assessments, setting risk parameters and transaction limitations in connection with your use of the Service. You agree that each Service Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that each Service Provider reserves the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, and to protect our rights and property. For the avoidance of doubt, such personal information may include, without limitation your name, e-mail address, zip or postal code, account information (e.g. financial data, user identification, password and/or personal information number, as well as the ABA Routing and Transit Number that are specific to your account). Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement solely for risk management, regulatory compliance, audit reasons and as required by applicable law. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

**D.8.b.** You further agree that we and the Service Providers reserve the right to obtain financial information regarding your account from a Biller (for example, to resolve payment posting problems or for verification).

**D.8.c.** Disclosure of Account Information to Third Parties. It is our general policy to treat your Account information as confidential. However, we will disclose information to third parties about your Account or the transactions you make in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth in Section 8(a) above:

- Where it is necessary for completing transactions, including for resolving posting problems;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

## D.9. Service Termination, Cancellation, or Suspension

If you wish to cancel the Service, you may notify us as set forth in Section 2 above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## D.10. Intellectual Property

All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors.

You shall not (a) transfer or otherwise sublicense the right to use the Services; (b) attempt to copy or otherwise reproduce the Services; (c) attempt to access, decompile, reverse engineer or otherwise derive the source code for the Services; (d) resell or use the Services for the benefit of any U.S. financial institution or any third party; or, (e) alter, remove or fail to include any copyright notice or other proprietary rights notices that appear on any user interfaces related to the Services or authorized reproductions thereof.

## D.11. Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

## D.12. Disputes

**D.12.a. General.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

**D.12.b. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR)**

administrator mutually agreed upon by the parties. The parties agree that that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**D.12.c. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 12(b) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 12(b) above. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

### D.13. Indemnification

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your improper use of either the Site or the Service.

### D.14. Release

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

### D.15. No Waiver

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any

one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### D.16. Improper Use

If we have reason to believe that you have engaged in any of the prohibited payments described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service and may not provide our services to you in the future. In addition, we may notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate. The remedies contained in this Section 16 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

### D.17. Exclusions of Warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

### D.18. Limitation of Liability

SUBJECT TO APPLICABLE LAW, THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS.

IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

NONE OF WE, OUR AFFILIATES, SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTION

12 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

SUBJECT TO APPLICABLE LAW, THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME FEDERAL LAWS AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## D.19. Complete Agreement, Severability, Captions, and Survival

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections D6, D7, D8 and D10-D20 of this Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

## D.20. Service Providers

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

## D.21. Amendments

Subject to applicable law, we may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

## D.22. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

## D. 23. Definitions

**"Account"** is a transaction account you hold with use from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service.

**"Affiliates"** are companies related by common ownership or control.

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

**"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

**"Due Date"** is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

**"Exception Payments"** means tax payments, court order payments, and payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

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

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

**"Scheduled Payment Date"** is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

## SECTION E — MISCELLANEOUS

### E.1. Client Information

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

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

Pershing and/or Your Introducing Financial Organization may charge certain fees, including an annual fee, to Your Account for the financial services provided to You under this Agreement. Your Account may also incur service charges based upon Account activity, items returned unpaid, stop-payment orders, garnishments, levies, copies or images of cancelled Checks or for other Corestone Account Services related to Your Account. The fees and charges are set forth on the Financial Terms Card, and they are subject to change upon notice to You, but advance notice will be provided if required by applicable law.

You agree to repay Pershing and/or Your Introducing Financial Organization all of Pershing's and/or Your Introducing Financial Organization's expenses, including attorneys' fees and legal expenses,

to collect money You owe Pershing, Administrator, Bank, CheckFree and/or Your Introducing Financial Organization because of Your Account or for any dispute relating to Your Account.

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

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

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

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

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

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

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

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

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

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

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

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

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

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