

## ACCOUNT PACKET

### LPL MASTER – ACCOUNT AGREEMENT

In consideration of LPL Financial LLC (“LPL”) agreeing to open one or more accounts for you, you hereby understand, acknowledge and agree as follows:

#### THE ROLE OF LPL FINANCIAL

LPL serves in the following capacities depending upon the type of account you are opening with LPL. It is important that you understand the role of LPL as it relates to your account. Please refer to Account Type under Section I of the Account Application.

Brokerage and Optimum Market Portfolios (OMP) Brokerage – LPL acts as the broker/dealer of record and as the custodian of the assets in your account. LPL is responsible for providing the periodic custody statements for your account.

Direct Business – LPL acts as the broker/dealer of record on your account but is not the custodian of your assets. You are opening an account directly with a product sponsor or issuer. For example, this could be a mutual fund, REIT, or variable annuity sponsor. The custodian selected by the sponsor is responsible for issuing periodic statements for your account.

TAMP– LPL is not acting as the broker/dealer and is not the custodian of your assets. If you selected this Account Type it means you have opened your account through a third-party asset management program (“TAMP”). Please refer to the agreement between you and your TAMP for an understanding of the roles and responsibilities of your TAMP. The custodian of your account is typically specified in your TAMP agreement or other paperwork needed to establish the account through the TAMP. The custodian is responsible for issuing periodic statements for your account. For certain TAMP accounts, LPL is acting as a solicitor or referral agent on behalf of the TAMP and may act as a point of contact between you and the TAMP. In other cases, LPL may act as an investment adviser on the account along with the TAMP investor advisor.

#### INVESTMENT RISK DISCLOSURE

1. You understand that investing in securities involves risks and that many variables, including, but not limited to market and economic fluctuations, may have a substantial negative effect on the value of your securities positions. Furthermore, you represent to LPL that you are willing to assume these risks and that you are in fact financially able to bear these risks. You agree to notify LPL in writing should your financial condition materially change, or should your investment objective change from the one shown on the Account Application.
2. You understand that LPL or your registered representative (“Representative”) is to provide you with current offering documents which fully describe each investment, including potential risks and costs, in connection with a purchase of an interest in a partnership, mutual fund, variable product, unit investment trust or any new issue. For more information about the risks and features of certain investment products, please refer to the section of this Agreement entitled “Investment Product Disclosure and Relationship Guide.”
3. For retail accounts, each purchase of class A mutual fund shares, you agree to provide your Representative with information regarding your current holdings within the same fund family, either individually or in related accounts. You also agree to advise your Representative at the time of each mutual fund purchase whether or not you have recently liquidated mutual fund shares within the same fund family or a different fund family. This will enable us to provide you with any commission discounts to which you may be entitled.
4. It may not be advisable to exchange from one variable product or mutual fund to another of like objective if such transfer involves payment of an additional up-front or contingent sales charge or surrender charges. However, there may be circumstances in which it is reasonable to do so. Exchanges within the same mutual fund family may be available at no commission and at reduced processing costs.
5. It is usually not advisable to be induced by a pending dividend to purchase or sell securities.

#### UNAUTHORIZED PROHIBITED ACTS

You should be aware of the following to protect yourself and to prevent unauthorized acts within your control.



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1. Please always make payment for the purchase of securities to one of the following parties: LPL for purchases made in your LPL account, a mutual fund or a variable product sponsor as instructed in the prospectus or a partnership escrow agent as instructed in the offering memorandum or the TAMP sponsor. Do not make payment to any person or entity not named above including your Representative.
2. Do not pay cash or a cash equivalent for a security purchase; use a traceable instrument.
3. Be aware that Representatives are prohibited from taking personal possession of your securities, stock powers, monies or any other personal or real property in which you may have an interest. Representatives may not lend to you or borrow from you any monies or securities.
4. Do not obtain credit or otherwise borrow money to purchase securities except through a properly approved margin account.
5. Do not accept any commission rebate or any other inducement with respect to your purchase or sale of securities.
6. Do not enter into an understanding whereby you agree to buy securities directly from or sell securities directly to your Representative.
7. Do not agree to enter into any other business relationship with your Representative including, but not limited to, helping to capitalize or finance any business of your Representative.

### OPERATION OF YOUR CASH ACCOUNT/TERMS

#### 1. Applicable Rules & Regulations

All transactions in your account are subject to the rules, customs and usages of the exchanges, markets or clearing houses where the transactions are executed and to all applicable federal and state laws and regulations.

The Financial Industry Regulatory Authority (FINRA) requires that we provide the following information concerning its BrokerCheck program. An investor brochure that includes information describing FINRA BrokerCheck may be obtained from FINRA. The FINRA BrokerCheck hotline number is (800) 289-9999. The FINRA website address is [www.finra.org](http://www.finra.org). Any complaints regarding the handling of your account may be directed to your financial advisor and/or to LPL Financial at 800-558-7567.

#### 2. Lien

All securities, commodities and other property which LPL may at any time be carrying for you or which may at any time be in LPL's possession or under LPL's control, shall be subject to a general lien and security interest in LPL's favor for the discharge of all your indebtedness and other obligations to LPL, without regard to LPL having made any advances in connection with such securities and other property and without regard to the number of accounts you may have with LPL. In enforcing LPL's lien, LPL shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. For purposes of this agreement, "securities, commodities and other property," as used herein shall include, but not be limited to, money, securities, and commodities of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. Notwithstanding any other provision in this agreement to the contrary, any lien or security interest arising out of fees, charges or other obligations owed to LPL by an account of an individual retirement account or other plan subject to the prohibited transaction provisions of section 4975(c) of the Internal Revenue Code ("Plan") shall be limited to and enforceable against only the assets of such Plan account and any lien or security interest arising out of fees, charges or other obligations owed to LPL by a non- Plan account shall not extend to or be enforceable against the assets of any Plan account.

No portion of your account with LPL can be used as collateral without the authorization of LPL, which may only be obtained through the completion of required LPL documentation. In the event that you are authorized by LPL to pledge an account as collateral to a lender for a loan or line of credit, you acknowledge that you cannot and will not use the proceeds from any loan or line of credit to purchase securities.

#### 3. Failure to Pay

If upon the purchase or sale of securities by LPL at your direction, you fail to pay for or deliver monies or securities, you authorize LPL to take those steps necessary to pay for/deliver such monies or securities. You further agree to reimburse LPL



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for any loss it may sustain on your behalf, including reasonable costs of collection of any debit balance and any unpaid deficiency in your account including attorneys' fees.

#### 4. Interest on Debit Balances

Cash accounts may be subject, at LPL's discretion, to interest on any debit balances resulting from failure to make payment in full for securities purchased, failure to timely deliver securities sold, or for other charges which may be made to the account.

#### 5. Automatic Cash Sweep Program

By signing the Account Application, you are selecting and agreeing, with respect to assets held at LPL, to have cash balances in your account transferred automatically into a sweep program, depending on the type of account you hold. Below is a summary of the general terms and conditions of the sweep programs offered by LPL.

The applicable sweep program will be implemented upon acceptance of your completed account paperwork at LPL's home office, which generally will occur within 15 business days, but can take longer in certain circumstances, of you providing the paperwork to your Representative. Pending our acceptance, cash balances not otherwise invested at your direction will be held in your account as a free credit balance, as discussed more fully below.

#### **Multi-Bank Insured Cash Account ("ICA") Program General Terms and Conditions**

If your account is eligible for the ICA program, you hereby authorize and direct LPL to automatically deposit available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) in your account into interest-bearing Federal Deposit Insurance Corporation ("FDIC") insured deposit accounts ("Deposit Accounts") at one or more banks or other depository institutions participating in the ICA Program (each, a "Bank").

**Eligibility.** The ICA program is available only to individuals, trusts (so long as all beneficiaries of the trust accounts are natural persons), and sole proprietorships. Custodial accounts are eligible for the ICA program if each beneficiary is an eligible person. LPL may at its discretion deem an eligible person to be an ineligible person if LPL becomes aware that the person is prohibited as a matter of law from holding funds at the Bank. Entities organized or operated to make a profit, such as corporations, partnerships, associations, business trusts, and other organizations (other than sole proprietorships) are not eligible for the ICA program. If your Representative is located at a bank that offers a SBICA (as defined below), you are not eligible for the ICA Program. Please consult your Representative for additional details concerning eligibility.

**FDIC Insurance.** The Deposit Accounts available through the ICA program are eligible for insurance by the FDIC up to \$250,000 in principal and accrued interest per depositor (including individual retirement accounts ("IRAs"), Roth IRAs, and certain other retirement accounts) in each insurable capacity (e.g. individual, trust, joint, etc.) per Bank. As your agent, LPL will place up to \$246,500 of your available cash for an individual or trust account, and up to \$493,000 for a joint account, in one Bank. As your agent, LPL will open Deposit Accounts at additional Banks so that funds in excess of \$246,500 for an individual or trust account (or \$493,000 for a joint account) may be swept into those accounts, which are also eligible for deposit insurance. If \$246,500 has been deposited for you (or \$493,000 for your joint account) through the ICA program in each Bank up to \$1.5 million, excess funds above \$1.5 million of deposit insurance (\$3 million for joint accounts) will be invested in a money market mutual fund. A prospectus for the J fund is available from LPL Financial upon request. Cash invested in a money market mutual fund is not eligible for FDIC deposit insurance. Deposit Accounts are not protected by the Securities Investor Protection Corporation (SIPC).

The ability of the ICA program to sweep your uninvested cash into Bank deposit accounts depends, however, on the capacity of the Banks to accept new deposits. If one or more of the Banks at which you do not already have deposits decline to accept your uninvested cash, your cash that cannot be fully deposited into the Banks will be automatically invested into a money market mutual fund just as it will be when your available cash exceeds the maximum level of available deposit insurance (currently \$1.5 million for individual accounts and \$3 million for joint accounts). In the event of insufficient



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capacity, LPL will seek to make deposits under the ICA program such that at least some of your cash will be deposited in a Deposit Account consistent with the priority bank list. When Bank capacity is restored under the ICA program, your funds that are invested in a money market mutual fund will be automatically moved from the fund, and LPL, as agent, will deposit those funds into Deposit Accounts with the available Bank(s), subject to the maximum amount of FDIC insurance.

**Interest.** You will receive the same interest rates on the funds in your accounts at each Bank. All Banks will use the same interest rate tiers and will pay the same rate of interest on the Deposit Accounts within each interest rate tier, which are described in greater detail in the ICA Disclosure Booklet available from your Representative or on [www.lpl.com](http://www.lpl.com). The interest rates on the Deposit Accounts are determined by the amount the Banks are willing to pay on the Deposit Accounts minus the fees paid to LPL and other parties, as described in the Booklet. The interest rates paid on Deposit Accounts may change as frequently as daily. You may contact your Representative or access our website at [www.lpl.com](http://www.lpl.com) to determine the current interest rate on the Deposit Accounts for each interest rate tier.

**Fees.** LPL receives a fee equal to a percentage of the average daily deposit balance in the ICA. The fee paid to LPL may be at an annual rate of up to an average of 400 basis points as applied across all ICA deposit accounts taken in the aggregate.

**Tax Information.** For most clients, interest earned on deposits in the Deposit Accounts will be taxed as ordinary income in the year it is received. A Form 1099 will be sent to you each year showing the amount of interest income you have earned on deposits in your Deposit Accounts. You should consult with your tax advisor about how the ICA program affects you.

**More Information.** For more specific information about the terms and conditions of the ICA program, please see the ICA Disclosure Booklet available from your Representative or on [www.lpl.com](http://www.lpl.com).

#### **Single Bank Insured Cash Account Program (“SBICA”) General Terms and Conditions**

If your Representative is located at a bank that offers a SBICA, you hereby authorize and direct LPL to automatically deposit available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) in your account into an interest-bearing bank deposit account at that bank that is insured by the FDIC up to \$250,000 for individuals and \$500,000 for joint accounts. SBICA accounts are not protected by the Securities Investor Protection Corporation (SIPC).

**Fees.** In the case of a SBICA program, LPL receives a fee from the bank of up to 0.50% of the LPL client assets deposited at the bank under the program for its sweep processing services.

**Tax Information.** For most clients, interest earned on deposits in the SBICA accounts will be taxed as ordinary income in the year it is received. A Form 1099 will be sent to you each year showing the amount of interest income you have earned on deposits in your SBICA accounts. You should consult with your tax advisor about how the SBICA program affects you.

**More Information.** For additional information on the SBICA, please see the applicable disclosure booklet available from your Representative.

#### **Money Market Mutual Fund Sweep Program General Terms and Conditions**

**Eligibility.** If your Account is not eligible for ICA or SBICA, you hereby authorize and direct LPL to automatically invest available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) in shares of a money market mutual fund. If a specific sweep money market mutual fund is not otherwise directed by you, you hereby authorize a LPL to direct the cash balances held in your Account to the J.P. Morgan U.S. Government Money Market Fund (unless you own a foreign account and then it will be the J.P. Morgan U.S. Dollar Liquidity Fund). Contact your Advisor to learn about the specific share class you will be invested in or to learn about other sweep money market mutual funds that may be available.

**No FDIC Insurance.** Investments in money market mutual funds are not guaranteed or insured by the FDIC or any other government agency. Although money market mutual funds seek to preserve a net asset value of \$1.00 per share, there is



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no guarantee that this will occur. LPL is a member of SIPC. For accounts held at LPL, SIPC provides account protection up to a maximum of \$500,000 per client, of which \$250,000 may be claims for cash. This account protection applies when a SIPC member firm fails financially and is unable to meet obligations to securities customers, but it does not protect against losses from the rise and fall in the market value of investments. More information on SIPC, including obtaining a SIPC Brochure, may be obtained by calling SIPC directly at (202) 371-8300 or by visiting [www.sipc.org](http://www.sipc.org).

**Fees.** LPL receives compensation of up to 1.00% of LPL customer assets invested in the sweep money market funds from the money market fund sponsor in connection with 12b-1 fees, recordkeeping fees and other compensation.

**More Information.** For more complete information about any of the sweep money market mutual funds available under this sweep program, including all charges and expenses, please contact your Representative for a free prospectus. You may obtain information with respect to the current yields available on the money market mutual funds by contacting your Representative.

#### **Changes to Sweep Programs**

LPL may make changes to the sweep programs, for example, to replace one sweep money market mutual fund with another money market mutual fund. If your account is not eligible for the ICA program, but later becomes eligible for the ICA program, LPL may switch your sweep program from the money market mutual fund sweep program to the ICA program. You will be provided with notice of such change prior to the effective date of the change.

#### **Alternatives to Sweep Programs**

Shares in the money market mutual funds that LPL offers as a non-sweep investment alternative may be purchased by giving specific orders for each purchase to your Representative. Cash balances in your account, however, will not be automatically swept into these money market mutual funds. Debits in your account will be paid automatically from available cash balances in your account and then from funds in the sweep programs. In the event there are no funds available in these accounts to cover debits, you or your Representative would need to liquidate separately purchased money market fund holdings or other securities to cover the required debits.

#### **Free Credit Balances**

Your selection of a sweep program above will not be effected until your account paperwork has been accepted by LPL as being in good order. Until such time, available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) will not be automatically swept and will be held as a free credit balance. A free credit balance is a liability of LPL and payable to the account on demand. Interest will not be paid to the account on free credit balances. Unless we hear from you to the contrary, it is our understanding that any free credit balances held in your account are pending investment.

Free credit balances may be used by LPL in the ordinary course of its business subject to the requirements of Rule 15c3-3 under the Securities Exchange Act of 1934. The use of customer free credit balances generally generates revenue for LPL in the forms of interest and income, which LPL retains as additional compensation for its services to its clients. Under these arrangements, LPL will generally earn interest or a return based on short-term market interest rate prevailing at the time.

If you are acting on behalf of a Plan, you as a Plan fiduciary agree that you have independently determined that holding cash balances, pending LPL's acceptance of the account, as a free credit balance, which does not earn income for the Plan, is both (i) reasonable and in the best interests of the Plan and (ii) that the Plan receives no less, nor pays no more, than adequate consideration with respect to this arrangement. If the Plan fiduciary chooses to avoid holding un-invested cash as a free credit balance, the Plan fiduciary should not fund the account until after your account paperwork has been accepted by LPL as being in good order.



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#### Further Information

For further information about LPL's sweep programs or your account, please contact your Representative.

#### 6. Account Credits

For assets held at LPL, LPL credits to your account funds belonging to you such as dividends, interest, redemptions, and proceeds of corporate reorganizations on the day such funds are received by LPL. These funds come to LPL from issuers and various intermediaries in which LPL is a participant, such as the Depository Trust Company. Information regarding when LPL credits your account with funds due you, when those funds are available to you, and/or when you begin earning interest on those funds is available from LPL.

#### 7. Delivery Out of Securities

For assets held at LPL, your periodic customer statement indicated that securities were forwarded to you and you have not received them, you should notify LPL 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.

#### 8. Callable Securities

For assets held at LPL, 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 LPL. Your ownership of these securities is reflected in LPL's records. You have the right at any time to require delivery to you of any such securities which 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 LPL is partially "called," LPL will determine, through a random selection procedure as prescribed by the Depository Trust Co., the ownership of the securities to be submitted for redemption without regard to unsettled sales. In the event that such securities owned by you are selected, your account will be credited with the proceeds. Should you not wish to be subject to this random selection process, you must instruct your Representative to have LPL 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 LPL of your instructions. Note that if you take delivery of the securities they are still subject to call by the issuer. The probability of one of your securities being called is the same whether they are held by you or by LPL for you. Please refer to the [LPL.com](http://LPL.com) Disclosure webpage for information regarding LPL's callable securities allocation process.

#### 9. Permission to Impose Fees

In connection with servicing your account you may be charged certain incidental fees and charges. These fees and charges are subject to change at the discretion of LPL. You will be notified of these charges and any changes by your Representative or through information provided with your periodic statements. LPL notifies you of certain fees and charges at account opening and makes available a list of these charges on its website at [www.lpl.com](http://www.lpl.com). These miscellaneous fees are not directly based on the costs of the transaction or service by LPL, may include a profit to LPL, and certain of the fees may be lowered or waived for certain customers.

#### 10. Cost Basis

For assets held at LPL, for any assets purchased within your account, the cost basis is the actual purchase price including commissions. For any assets transferred into your account, original purchase price is used as the cost basis to the extent such information was submitted by you or your previous service provider to LPL. It is your responsibility to advise LPL immediately if the cost basis information is portrayed inaccurately. Statement calculations and figures should not be relied upon for tax purposes. The original trade confirmation customarily should be used for cost basis information.



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#### 11. Payment for Order Flow

LPL does not receive any compensation in the form of payment for order flow.

#### 12. Conflicts of Interest and Rollovers

LPL's interests may not always be the same as yours. Please ask us questions to make sure you understand your rights and our obligations to you, including the extent of our obligations to disclose conflicts of interest and to act in your best interest. We are paid both by you and, sometimes, by people who compensate us based on what you buy. More information regarding material conflicts of interest, the entities that make these payments and a description of the services provided, can be found at [www.lpl.com](http://www.lpl.com), under Disclosures, or by contacting your Representative or LPL Client Services at (800) 558-7567. This information will be sent to you upon your request.

If you are a participant in an employer-sponsored retirement plan such as a 401(k) plan, and decide to roll assets out of the plan into the Account, LPL and your Representative have a financial incentive to recommend that you invest those assets in the Account, because LPL will be paid on those assets, for example, through commissions, fees and third party payments. You should be aware that such fees likely will be higher than those a participant pays through a plan, and there can be maintenance and other miscellaneous fees. As securities held in a retirement plan are generally not transferred to the Account, commissions and sales charges may be charged when liquidating such securities prior to the transfer, in addition to commissions and sales charges previously paid on transactions in the plan.

#### 13. Direction of Orders

Consistent with the overriding principle of best execution, LPL directs customer orders in equity securities to exchanges and market makers based on an analysis of their ability to provide rapid and quality executions. In an effort to obtain best execution, LPL may consider several factors, including price improvement opportunities (executions at prices superior to the then prevailing inside market on over the counter (OTC) or national best bid or offer for listed securities), whether it will receive cash or non-cash payments for routing order flow and reciprocal business arrangements.

#### 14. Explicit Hold Recommendations

An advisor's explicit recommendation to hold a particular securities position in a customer's brokerage account, including but not limited to any long or short equity, fixed income or mutual fund position, any options or futures position, positions held on margin, shall be effective only for the duration of the market trading day in which the recommendation was made and shall automatically expire at the close of trading on such day. In the event the explicit hold recommendation is made other than during regular market hours, such recommendation shall automatically expire at the close of trading of the next market trading day.

#### 15. SIPC Insurance

LPL is a member of the Securities Investor Protection Corporation ("SIPC"). For assets held at LPL, SIPC provides protection for the Account for up to \$500,000, including \$250,000 for claims for cash. The account protection applies when a SIPC member firm fails financially and is unable to meet obligations to securities customers, but it does not protect against losses from the rise and fall in the market value of investments. More information on SIPC, including obtaining a SIPC Brochure, may be obtained by calling SIPC directly at (202) 371-8300 or by visiting [www.sipc.org](http://www.sipc.org).

#### 16. Representations as to Capacity to Enter into Agreement / ERISA

If you are an individual, you represent that you are of legal age, that unless otherwise disclosed to LPL in writing, you are not an employee of any securities 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 corporations, firm or individual engaged in the business of dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. You further represent that no one except you



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has an interest in your account or accounts with LPL. If English is not your first or preferred language, I acknowledge and understand the foreign language customer disclosure is attached (Exhibit A).

If this Agreement is entered into by a trustee or other fiduciary, including but not limited to someone meeting the definition of fiduciary under the Employee Retirement Income Security Act of 1974 (“ERISA”), of (i) an employee benefit plan subject to the fiduciary provisions of ERISA (an “ERISA Plan”), (ii) a “plan” within the meaning of Section 4975(e) of the Internal Revenue Code of 1986 (the “Code”), (iii) any entity whose assets are treated as “plan assets” for purposes of ERISA or Section 4975 of the Code (a “Plan Assets Entity”), or (iv) a plan, trust or entity subject to laws similar to the fiduciary duty provisions of ERISA or the prohibited transaction rules under Section 4975 of the Code (each of the foregoing, including any related trust or funding vehicle, a “Plan” and, collectively, “Plans”), such trustee or other fiduciary (“Responsible Plan Fiduciary”) represents and warrants that this brokerage account relationship is permitted by the relevant governing instrument of such Plan and laws applicable to such Plan, and that the Plan is duly authorized to enter into this Agreement on behalf of such Plan.

If the account is established for a particular participant in a Plan (a “Self-Directed Account”), both the Responsible Plan Fiduciary and participant must sign the Account Application. In the case of a Self-Directed Account, you represent to LPL that the Plan’s governing documents (including any applicable adoption agreement) and laws governing the Plan permit the participant to self-direct his or her investment of all assets in the account. If LPL or Representative receives trade instructions from participant, rather than from the Responsible Plan Fiduciary or its designee, such as a trustee, plan administrator or other delegate, you represent that the Plan’s governing documents, including any procedures established by the Responsible Plan Fiduciary, and laws governing the Plan permit the participant to provide trade instructions directly to LPL and Representative.

In the case of a Self-Directed Account, although the Plan’s governing documents allow participant to direct investments of the account, the Plan trustee(s) remains the legal owner of the assets in the account, and the rules regarding withdrawals, contributions and other actions are primarily governed by the Plan documents, including any related trust agreement. If participant is entitled to a distribution or withdrawal from the account, and the Responsible Plan Fiduciary directs us accordingly, you are aware that an LPL distribution/withdrawal request will need to be authorized by the Responsible Plan Fiduciary in addition to participant’s authorization requesting the transaction. If participant invests through this account, in place of designated investment options as may be provided by the Responsible Plan Fiduciary under the Plan, if applicable, you acknowledge that the product and services (including investments) under this Agreement may be different, and the costs and fees may be higher, than if participant invested through those designated Plan investment options. You understand that the investment objective for this account will be based on the investment objective of the participant as provided in the Account Application, and generally will be different from the investment objectives of other Plan accounts for different participants of the same or different Plans.

*LPL has been keeping retirement account holders informed regarding a new Department of Labor (DOL) rule, certain aspects of which became effective on June 9, 2017. The effective date of other aspects of the rule, including contract provisions and disclosures has been delayed until July 1, 2019. For more information regarding the status of the rule, including any applicable contract provisions and disclosures under the rule, please visit our website at [www.lpl.com](http://www.lpl.com), and click on Disclosures and then Retirement Fiduciary Disclosures. Please contact your Representative if you would like a paper copy of information on the website or for more information about the DOL rule.*

#### 17. Foreign Language Customer Disclosure and Acknowledgment

You understand that all written materials arising from your relationship with LPL are provided in English, including but not limited to service agreements, forms, account statements, trade confirmations, disclosure documents, and product materials. We encourage you to review all materials carefully and engage an interpreter of your choice (who may not be your financial advisor) if English is not your first or preferred language.





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You should conduct business with LPL only if you are comfortable transacting in English and are able to understand all products and services offered. By conducting business with us and signing the Account Application, you acknowledge your ability to understand the materials provided and that the English documents control over any available translation.

You also acknowledge that if English is not your first or preferred language, then you have read and understand the disclosure made in your preferred language in Exhibit A.

#### 18. Extraordinary Events

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

#### 19. Governing Law

This agreement and its enforcement will be governed by the laws of The Commonwealth of Massachusetts.

#### 20. Account Handling

You acknowledge that LPL reserves the right in its sole discretion to refuse or restrict your orders and that LPL may re-assign your account to a different representative or close your account by giving you written notice.

### OPERATION OF YOUR MARGIN ACCOUNT/TERMS (For assets held at LPL)

#### 1. Margin.

Purchase of securities on credit, commonly known as margin purchases, enable you to increase the buying power of its equity and thus increase the potential for profit -- or loss. A portion of the purchase price is deposited when buying securities on margin and LPL extends credit for the remainder. This loan appears as a debit balance on your monthly statement of account. LPL charges interest on the debit balance and requires margin clients 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.

#### 2. Deposit 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, LPL may, at its discretion, liquidate securities held in any of your non tax-qualified retirement accounts. In this connection, pursuant to this Agreement, LPL retains a security interest in all securities and other property held in its accounts, including securities held for safekeeping, so long as any credit extended remains outstanding. Notwithstanding any other provision in this agreement to the contrary, any lien or security interest arising out of fees, charges or other obligations owed to LPL by an account of a Plan shall be limited to and enforceable against only the assets of such Plan account and any lien or security interest arising out of fees, charges or other obligations owed to LPL by a non-Plan account shall not extend to or be enforceable against the assets of any Plan account.

#### 3. Liquidation

If, in LPL's discretion, LPL considers it necessary for its 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, LPL shall have the right to sell any or all securities, commodities and other property in your accounts with LPL, 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.



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Any such sales or purchases may be made at LPL's discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and LPL may be the purchasers for LPL's 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 LPL's right to sell or buy without demand or notice.

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

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

#### 5. Pledge of Securities

Securities purchased on a cash or margin basis may be hypothecated under circumstances which will permit the co-mingling thereof with securities carried for other customers, but such securities, if hypothecated will be withdrawn from hypothecation as soon as practicable upon receipt of payment there for.

#### 6. Margin Requirements, Credit Charges and Credit Investigation.

You will at all times maintain such securities, commodities and other property in your accounts for margin purposes as LPL shall require from time to time and the monthly debit balances or adjusted balances in your accounts shall be charged, in accordance with LPL's practice, with interest at a rate permitted by the laws of the Commonwealth of Massachusetts. 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.

#### 7. 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 LPL Base Lending Rate. The LPL 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 LPL Base Lending Rate will change without prior notice. When the LPL 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.

#### 8. Interest Period

Interest charges for the period shown on monthly statements reflect the second to last business day of the previous month through the third to last business day of the current month. Accordingly, the interest charges for the period shown on your monthly statement are based only on the daily net debit and credit balances for the interest period.

#### 9. 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 LPL 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 extended 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 each portion of your account 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



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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 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.

#### 10. General Margin Policies

The amount of credit that may be extended by LPL 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 our business judgement, LPL establishes certain policies with respect to margin accounts. If the market value of securities in a margin account declines, LPL 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 LPL for credit extended at its discretion. It is LPL's general policy to require margin account holders to maintain equity in its margin accounts of the greater of 30% of the current market value or \$3.00 per share for common stock purchased on margin. LPL 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 LPL Representative. Notwithstanding the above general policies, LPL reserves the right, at its discretion, to require the deposit of additional collateral and to set required margin at a higher or lower amount with respect to particular accounts or classes of accounts as it deems necessary. In making these determinations, LPL may take into account various factors including the size of the account, liquidity of a position, unusual concentrations of securities in an account, or a decline in credit worthiness. If you fail to meet a margin call in a timely manner, some or all of your positions may be liquidated.

#### 11. Credit Investigation

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

### GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

#### 1. Communications

To the extent permitted by applicable law, communications may be sent to you through mail, overnight express delivery, or electronically, at LPL's discretion. Communications will be sent to the postal or electronic address ("E-Address") shown on the Account Application or at such other postal or E-Address as you may hereafter provide to LPL in accordance with procedures LPL may establish from time to time. The E-Address may be an e-mail address, other Internet address, fax number, or other electronic access address. To the extent permitted by applicable law, communications will be deemed delivered when sent, whether actually received or not, even if LPL has notice of non-delivery. Communications posted to an online location by LPL will be deemed to be delivered to, and received by, you at the time that LPL sends notice to you in accordance with this Agreement that the Communication is posted online and available for review.

LPL may, at its option, send communications to you electronically either:



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- to your E-Address, or
- by posting the information online and sending you a notice to your postal address or E-Address telling you that the information has been posted and providing instructions on how to view it.

You agree that you will notify LPL and your Representative immediately in the event of a change to your postal address or E-Address. Further, you agree to promptly notify LPL in the event that your country of residence or citizenship status changes, and you acknowledge and agree that such notification may result in the closing of your account by LPL if LPL does not service accounts in the new jurisdiction.

All notices to LPL must be provided in writing at LPL's postal address, and as such address may be updated by notice to you from time to time. Any notice you send LPL or to your Representative will not be effective until actually received. You assume the risk of loss in the mail or otherwise in transit.

#### 2. Scope and Transferability

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

#### 3. Non-Investment Advice

You acknowledge that LPL will not provide you with any legal, tax or accounting advice, that LPL's employees are not authorized to give any such advice and that you will not solicit or rely upon any such advice from LPL or its 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 LPL, and LPL shall have no liability therefor.

#### 4. Account Registration

You have chosen your account registration based on your personal requirements. You certify that the titling of your account is allowed under pertinent state laws. LPL has no obligation to verify the legality of any registration under the probate, estate, or transfer laws of the state where this account is being opened or to determine which state laws are applicable.

#### 5. Joint and Several Liability; Joint Account

If more than one individual is establishing an account with LPL, the obligations of all persons establishing such account under this Agreement shall be joint and several. If this is a joint account, each of you signing the Account Application and Agreement (each a "joint owner") agrees that each joint owner shall have authority to (I) buy, sell (including short sales, if the account is approved for short selling), and otherwise deal in, through LPL as a broker, securities and/or other property on margin or otherwise, (II) to receive confirmations, statements and communications of every kind related to the account, (III) to receive and dispose of money, securities and/or other property in the account, (IV) to make, terminate, or modify this Agreement and any other written agreement relating to the account or waive any of the provisions of such agreements, and (V) generally to deal with LPL as if each of you alone was the sole owner of the account, all without notice to the other joint owner(s). Each of you agrees that notice to any joint owner shall be deemed to be notice to all joint owners. LPL may follow the instructions of any of the joint owners concerning the account and make delivery to any of the joint owners of any and all securities and/or other property in the account, and make payments to any of the joint owners, of any or all moneys in the account as any of the joint owners may order and direct, even if such deliveries and/or payments shall be made to one of the joint owners personally. LPL shall be under no obligation to inquire into the purpose of any such demand for such deliveries and/or payments.

In the event of the death of any of the joint owners, the surviving joint owner(s) shall immediately give LPL written notice thereof. The estate of any deceased joint owner shall be liable and each survivor will be liable, jointly and severally, to LPL for any debt or loss in the account resulting from the completion of transactions initiated prior to LPL's receipt of a written



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notice of such death or debt or loss incurred in the liquidation of the account or the adjustment of the interests of the joint owners. LPL reserves the right to require written instructions from all account holders, at its discretion.

#### 6. 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.

#### 7. Headings are Descriptive

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

#### 8. Recording Conversations

You acknowledge, understand, and agree that for our mutual protection, LPL may electronically record any of our telephone conversations. You agree not to record any telephone conversation without express written authorization of LPL and the individual(s) engaged in the conversation.

#### 9. Delivery of Account Information

To the extent permissible by state and federal law, LPL may elect to deliver account information to you electronically.

#### 10. Entire Agreement

This Agreement represents the entire agreement between the parties with respect to the subject matter between the parties with respect to the subject matter contained herein. This Agreement may be amended upon thirty (30) days' notice to all parties. To access the most current version of this Agreement, please reference [www.lpl.com](http://www.lpl.com).

#### 11. Reports

Reports of the execution of orders and statements of your accounts shall be conclusive if not objected to in writing at once.

#### 12. Right to Advocate and Refusal to Accept Orders

LPL shall have the right at its sole discretion to advocate administratively or judicially on your behalf where LPL suspects exploitation of any kind, dementia and/or undue influence. LPL shall have at its sole discretion the authority to pause or refuse to obey any instructions or orders for, including but not limited to, transactions, disbursements, or account transfers. In addition, LPL shall not be liable for refusing to obey any transaction orders given by you with respect to an account(s) which has or have been the subject of attachment or sequestration in any legal proceeding against you, and LPL shall be under no obligation to contest the validity of any such attachment or sequestration.

#### 13. Trusted Contact Person Disclosure

You understand by providing a trusted contact person, you give permission to LPL and its associated persons, including your Representative, to use their discretion to contact the trusted contact person and disclose information about you and your account in order to:

- address concerns that you might be a victim of financial exploitation which could include fraud, coercion, or unauthorized transactions,
- address a temporary hold on a disbursement of funds or securities pertaining to possible financial exploitation or other concerns,
- confirm your current contact information,
- confirm and address your whereabouts and health status, and/or



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- confirm the identity of any legal guardian, executor, trustee, holder of a power or attorney, or other person who may be acting on your behalf (such as an attorney or accountant).

#### 14. Complaints

Kindly direct any complaints regarding the handling of your account to your Representative(s) and to LPL's Legal Department at:

75 State Street, 22nd Floor  
Boston, MA 02109  
or (800) 775-4575 extension 4445

LPL will respond to you as promptly as possible.

#### 15. Important Information About Procedures for Opening This Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Client is required to provide the following information, among other items, on new account forms; name, address, date of birth and other information that will allow LPL to confirm Client's identity. In addition, your Representative may also ask to see a valid driver's license or other identifying documents.

#### 16. Limitation of Liability

Neither LPL, your Representative nor any of their officers, directors, employees, or affiliates shall be liable for any loss incurred with respect to the account, except where such loss directly results from such party's negligence or misconduct. You acknowledge that none of LPL, your Representative or their employees are agents of each other or of any of their affiliates, and that no party shall be liable for any act or omission of another party or their agents or employees. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which you may have under federal or state securities laws. You further understand that there is no guarantee that your investment objectives will be achieved. Neither LPL nor your Representative shall have any liability for your failure to inform your Representative in a timely manner of any material change in your financial circumstances, or to provide your Representative with any information as to your financial status as may be reasonably requested.

### INVESTMENT PRODUCT DISCLOSURE AND RELATIONSHIP GUIDE

In connection with all investments you may consider and purchase, it is important to read, review and understand all related information, including but not limited to, all features, risks, benefits, terms and conditions, as well as the other factors associated with those products and services, before making any financial decisions. In particular, it is your responsibility to read thoroughly the specific product materials you receive from the product sponsor (including prospectuses, offering materials, and product and sales literature) and to understand the product offerings presented by your Representative prior to investing.

By signing the Account Application, with respect to all investments you may consider and purchase, you are acknowledging as follows:

You have paid particular attention to the contents of the following sections of each product's prospectus as they apply to your investment:

- Risk Factors
- Fund's Objective Factors
- Sales Charges and Expenses
- Performance History
- Suitability Requirements
- Tax Aspects



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- Liquidity Restrictions
- Surrender Charges
- Penalties for Early Withdrawal
- Administrative Fees/Mortality Expenses

You also acknowledge that you have not received, read or relied upon any other material concerning the investment(s) and no representations have been made to you that are different from those contained in the prospectus, offering materials or the sales literature provided by the investment sponsor.

#### Important Information about Mutual Funds

In addition to the above information, to the extent you are purchasing a mutual fund, you also acknowledge that for each transaction you have provided your Representative with all relevant information, including but not limited to, your mutual fund holdings, either individually or in related accounts, so that you may receive any commission discount to which you may be entitled.

You understand that in the following circumstances you may be eligible for a sales charge reduction:

- If you commit to invest additional funds with this fund family within a specified time frame, you may qualify for a reduction in sales charges through a Letter of Intent (LOI).
- Any existing positions in the same fund family in your personal or related accounts may be aggregated to potentially meet a breakpoint and thereby reduce your sales charge through Rights of Accumulation (ROA). Eligibility varies per fund family as described in the prospectus.
- If you have previously held shares of this fund family that were liquidated, you may be able to make this purchase at net asset value (no up-front sales charge).

You understand and agree, with respect to a commission discount offered by a mutual fund for certain types of customers or accounts, that LPL's policy is to apply the commission discount only where (i) the mutual fund's offering documents mandate such discount, and (ii) you have notified your Representative of your eligibility for it.

You also acknowledge that your Representative has provided a complete and balanced disclosure to you regarding the distinctions between all share classes and their fee structures that may include:

**Class A** (front-end sales charge)      **Class B** (deferred sales charge)      **Class C** (level load)

(Please refer to the prospectus for detailed information on the specific fee structure charges and, if applicable, additional administrative or miscellaneous charges).

#### Important Information about Structured Products

In addition to the above information, to the extent you are purchasing a structured product, you also understand that these products may involve a high degree of risk. In addition to the risks disclosed to you in the Structured Products Agreement, the following risks have been fully disclosed and explained to you.

- **Credit Risk.** Investors purchasing securities will assume the credit risk of the issuer. This credit risk exists whether or not the structured product offers principal protection. The creditworthiness of the issuer does not affect or enhance the likely performance of the investment other than the ability of the issuer to meet its obligations.
- **Principal Risk.** Some structured products will not be fully principal-protected and some may offer no principal protection. Investors may face risk of full loss of principal on their investment. An investor in a structured product never has a claim on the underlying investment, whether a security, zero coupon bond or option.
- **Liquidity and Market Risk.** There may be little or no secondary market for the securities and information regarding independent market pricing since the securities may be limited.
- **Opportunity Cost.** Even though some structured products pay interest, it may be less than conventional bond securities. Some structured products may have higher risks than the underlying securities, stocks or bonds. The derivative



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component of structured products and the potential for loss of principal may make them unsuitable for investors seeking higher yields or alternatives to debt securities.

- Capped/Callable Returns. Due to cap or call features, some structured products may not earn more than a specified amount, even though the underlying securities may have appreciated by more than that amount.
- Tax Treatment. Tax treatment of structured products may be different from other investments held in the portfolio (e.g., income may be taxed as ordinary income even though payment is not received until maturity).
- Limitations on FDIC Insurance. Some structured products are in the form of a certificate of deposit (CD). CDs are insured by the FDIC only within the limits and to the extent described in the prospectus. The FDIC may take the position that the interest component of CDs is not insured until the final observation date.

#### Important Information about Exchange Traded Funds (ETFs), and Exchange Traded Notes (ETNs)

- If purchasing an ETF, you understand that certain ETFs may be organized as partnerships and will report distributions to investors on Form K-1, and certain other ETFs may generate collectible income. Consult with your tax professional prior to investing.
- If purchasing an ETN, an ETN is a senior, unsecured, unsubordinated debt security. ETNs have a maturity date and are backed only by the credit of the issuer.
- To accomplish their objectives, ETNs use a range of strategies, including swaps, futures contracts and other derivatives.
- ETNs may not be diversified and can be based on commodities or currencies. ETFs and ETNs may be closed and liquidated at the discretion of the issuing company.

#### Important Information about Unit Investment Trusts (UITs)

In addition to the above information, to the extent you are purchasing a UIT, you also understand the following:

- UITs may offer sales charge discounts (a.k.a. price breaks) based on either the dollar amount or number of units purchased. Purchases within multiple related accounts, rolling maturing units to another trust or applying proceeds from a maturing UIT to another within the same sponsor may also be entitled to a sales charge discount if purchased on the same day. UITs may include initial and deferred sales charges.
- The value of your investment may fluctuate over time. Therefore, your trust may be worth either more or less than originally invested at maturity or if sold prior to maturity.
- An entity of a security within a trust may be unwilling or unable to declare dividends/interest in the future, or may reduce the level of dividends declared, which may affect the value and income produced within a UIT.
- The financial condition and/or credit rating(s) of a security within a UIT may fluctuate, which may affect the market value.
- UITs are not actively managed investments. Therefore, securities in a portfolio may be delisted from an exchange or an over-the-counter market. As a result, liquidity may vary. The value of the securities may fluctuate if trading markets are limited or absent.
- Sector or specialty trusts may accompany greater risks based on various factors which include but not limited to industry or product concentration and limited diversification.
- You have also read and reviewed the product prospectus with respect to the rollover, exchange and conversion features of the UIT, and understand that information and those provisions. You also understand that UITs are designed to be held until maturity.

#### Important Information about Closed-End Funds (CEFs)

In addition to the above information, to the extent you are purchasing a CEF, you also understand the following:

- **Premium/Discount Risk:** Premium or discount pricing can widen or narrow relative to NAV. CEFs purchased at a premium to NAV result in a lower current yield than if purchased at or below the NAV price.





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- **Interest Rate Fluctuation:** Interest rate movements will typically have an inverse impact to market value on CEF containing fixed income investments.
- **Call Risk:** If a security is called within a CEF, proceeds may reinvest at a lower yield/rate, reducing the earnings rate resulting in possible reduction in divided income.
- **Liquidity:** Illiquidity of securities within a CEF may have an adverse impact to the NAV.
- **Leverage (Borrowed funds to purchase additional assets):** Increases yield and potential return while generally increasing the risk (when cost exceeds earnings) and volatility of both the NAV and market value.
- **Credit/Ranking Risk:** Ability for the issuer to meet payment of dividends, interest and/or principle obligations. Lower rated or non-rated securities carry higher risk.
- **Investing Abroad/Currency Fluctuation:** NAV of a non-U.S. denominated currency security may lose value as a result of currency exchange decline relative to U.S. dollar.
- **Sales Charge:** New Issue (IPO) CEFs will contain a sales charge/concession built into the price. A "penalty bid" will incur if liquidated during an initial specified period, noted in the prospectus. CEFs purchased in the secondary market will be subject to standard equity commission charges.
- **Tax Implications:** Tax reporting may vary based on CEFs. It's strongly recommended to consult with a tax advisor prior to investing.

#### Important Information about Products and Services Offered to Municipal Entities and Certain Obligated Persons

**For state or local governments and agencies, or other entities that borrow or raise money through municipal bond issuances:** Except as otherwise disclosed to and acknowledged in writing by LPL, you certify that (1) the owner of the account has not invested and will not invest any funds in this account that constitute "proceeds of municipal securities" or "municipal escrow investments" for purposes of Section 15B of the Securities Exchange Act of 1934; and (2) you are a knowledgeable official representative of the owner of the account who is authorized to provide this certification.

#### Important Information about Product and Services Offered on the Premises of a Financial Institution (FI), Credit Union (CU) or Credit Union Service Organization (CUSO)

In addition to the above information, although LPL offers services on the premises of a Financial Institution (FI), Credit Union, (CU), or Credit Union Service Organization (CUSO), LPL is a separate company and is not affiliated with the FI or CU/CUSO. Except for certain CDs and cash sweep deposits, the investment products, including all insurance and annuity products, offered through LPL are not insured bank deposits. With respect to these investment products and services, you understand that:

- The products offered are not insured by the Federal Deposit Insurance Corporation (FDIC), National Credit Union Administration (NCUA) or any other agency of the U.S. or the FI, CU/CUSO, or any affiliate with the exception of structured products in the form of CDs.
- The products offered are not a deposit or obligation of the FI, CU/CUSO or any affiliate.
- The products offered are not endorsed, recommended or guaranteed by the FI, CU/CUSO or any affiliate.
- The value of the investment may fluctuate, the return on the investment is not guaranteed and loss of principal is possible.
- The extension of credit by your FI or CU/CUSO may not be conditioned on a purchase of an insurance product or annuity from LPL, the FI, CU/CUSO or any affiliate and you, the customer, are free to obtain an insurance product or annuity from another party.
- FI or CU/CUSO has entered into an agreement with LPL which provides for compensation, including advisory fees, to be shared between LPL (and its affiliates) and the FI or CU/CUSO.
- LPL is a member of FINRA and the Securities Investor Protection Corporation (SIPC). SIPC covers losses in investment accounts of up to \$500,000 (of which up to \$250,000 may be uninvested cash) due to member firm failures and does not cover a decline in the market value of securities. Additional information about SIPC and asset protection may also be found at [www.sipc.org](http://www.sipc.org).



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- FI or CU/CUSO has entered into a marketing agreement which may allow financial institution employees who accept deposits on behalf of the financial institution to be registered and appointed with LPL for the purpose of offering investment and insurance products. The marketing agreement also provides for LPL to compensate the FI or CU/CUSO for use of its facilities.

#### Prospectus Delivery for Accounts with more than one owner/trustee/officer:

For accounts with more than one owner (e.g. joint, community property, tenants in common, partnership, LLC, corporate, institutional, sponsor level plans), one prospectus for each prospectus product will be delivered to the primary owner listed on the account. The primary owner designation is based on how the Account Application was completed under "Section III: Account Holder Information". The primary owner is the individual listed in the first section under "Primary Account Holder/Trustee/Minor/Decedent/529 Owner". For accounts with more than one trustee requiring more than one trustee's authorization to execute transactions, one prospectus will be delivered for each product to all trustees listed on the account. For additional questions, please contact your Representative.

### ARBITRATION AGREEMENT

#### Disclosures

By signing this Arbitration Agreement the parties agree as follows:

- (A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (D) 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 hearing date.
- (E) The Panel of Arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (F) 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.
- (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

In consideration of opening one or more accounts for you, you agree that any controversy between you and LPL and/or your Representative(s) (whether or not a signatory(ies) to this Master Account Agreement or Arbitration Agreement), arising out of or relating to your account, transactions with or for you, or the construction, performance, or breach of this agreement whether entered into prior, on or subsequent to the date hereof, shall be settled by arbitration in accordance with the rules, then in effect of the Financial Industry Regulatory Authority. Any arbitration award hereunder shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. You understand that you cannot be required to arbitrate any dispute or controversy nonarbitrable under federal law.



75 State Street, 22nd Floor  
Boston, MA 02109  
4707 Executive Drive  
San Diego, California 92121



## LPL MASTER – ACCOUNT AGREEMENT FOREIGN LANGUAGE CUSTOMER DISCLOSURE AND ACKNOWLEDGMENT (EXHIBIT A)

Disclosures are made in the following languages: Arabic, Chinese, Farsi, French, Korean, Russian, Spanish, Tagalog, and Vietnamese.

### الإفصاح والإقرار للعملاء الناطقين باللغات الأجنبية

تقدم كل المواد الناشئة عن علاقتك مع LPL باللغة الإنجليزية بما في ذلك وبدون الحصر، اتفاقيات الخدمات والاستثمارات وكشوف الحسابات والإثباتات التجارية ووثائق الإفصاح والكشف والمواد المتعلقة بالمنتجات. نشجعك على مراجعة كل المواد بعناية وتوظيف مترجم من اختيارك (قد لا يكون مستشارك المالي) إذا لم تكن الإنجليزية لغتك الأم أو لغتك المفضلة. سنضيف إلى حد معقول، أي مترجم تريد اصطحابه عند الحديث عن منتجاتنا وخدماتنا.

يجب التعامل مع LPL فقط إذا كنت تشعر بالراحة عند إجراء صفقات باللغة الإنجليزية وكنت قادراً على فهم كل الخدمات والمنتجات المتوفرة. عندما تقوم بمعاملات تجارية معنا وتوقع على استثمار طلب الحساب فإنك تقر بفدركت على فهم المواد المقدمة وتقر بألوية الوثائق باللغة الإنجليزية بالنسبة لأي ترجمة متوفرة.

### 外语客户披露与确认

您了解基于您与 LPL 关系的所有书面材料均将以英语书写，包括但不限于服务协议、表格、会计财务报表、交易确认书、披露文件和产品材料。我们支持您仔细审阅所有材料，如果英语并非您的母语或首选语言，您可以自行选择聘用一名翻译（可能并非您的财务顾问）。当您需要翻译陪同讨论产品及服务时，我们将适当地为翻译提供帮助。

只有当您能够以英语轻松地进行谈判并了解我们提供的所有产品和服务之后，您才能够与 LPL 开展业务。在与我们开展业务并签署开户申请后，您即承认您能够理解我们所提供的材料，且任何现有翻译文件都应以英语文件为准。

### تأييد وإشاي إطلاعات برای مشتریان خارجی زبان

شما متوجه هستید که تمامی مطالب کتبی حاصل از ارتباط شما با LPL به زبان انگلیسی ارائه می شود؛ این مورد شامل، اما نه فقط محدود به موافقتنامه های خدماتی، فرم ها، صورتحساب های مربوط به حساب، تأییدیه های بازرگانی، مدارک مربوط به افشای اطلاعات، و اسناد مربوط به محصولات است. از شما دعوت می شود تا تمامی مطالب را به دقت بررسی نمایید و در صورتی که انگلیسی زبان اصلی یا زبان مورد ترجیح شما نیست، از خدمات یک مترجم شفاهی منتخب خود (که نباید مشاور مالی شما باشد) استفاده نمایید. ما می توانیم در حد معقول یک مترجم شفاهی در دسترس شما قرار دهیم تا هنگام گفتگو و مدارک مورد خدمات و محصولات مان شما را همراهی نماید.

شما فقط زمانی باید با LPL وارد دادوستد شوید که انجام معامله به زبان انگلیسی برای شما راحت باشد، و قادر به درک تمامی محصولات و خدمات ارائه شده باشید. با انجام معامله با ما و امضاء فرم تقاضای حساب، شما تأیید می کنید که قادر به درک تمامی مدارک ارائه شده هستید و اینکه مدارک ارائه شده به زبان انگلیسی بر هر ترجمه موجود ارجحیت دارد.

### Divulgateion et reconnaissance pour le client de langue étrangère

Vous comprenez que toute la documentation écrite émanant de votre relation avec LPL est fournie en anglais, y compris mais sans s'y limiter, les contrats de service, formulaires, relevés de compte, confirmations de transactions, documents de divulgation et documents techniques. Nous vous encourageons à examiner attentivement toute la documentation et à engager les services d'un interprète de votre choix (qui peut ne pas être votre conseiller financier) si l'anglais n'est pas votre langue maternelle ou votre langue de préférence. Nous accommoderons raisonnablement la présence d'un interprète si vous souhaitez qu'il vous accompagne lorsque vous discutez de nos produits et services.

Vous ne devriez mener vos affaires avec LPL que si effectuer des transactions en anglais ne vous dérange pas et que vous pouvez comprendre tous les produits et services offerts. En faisant affaire avec nous et en signant la Demande d'ouverture de compte, vous reconnaissez votre capacité à comprendre les documents fournis et que les documents rédigés en anglais priment sur toute traduction disponible.

### 영어 이외의 외국어 사용 고객 대상 고지문

귀하는 LPL과의 관계에서 발생한 모든 서면 자료가 영문으로 제공된다는 것을 알고 있습니다. 이러한 서면 자료에는 서비스 계약서, 양식, 계정 명세서, 거래 확인서, 공식 문서 및 제품 관련 자료가 포함되며, 이들 문서에만 국한하지 않습니다. 모든 자료를 주의 깊게 검토하고, 영어가 모국어 또는 귀하가 원하는 언어가 아닌 경우 직접 선택한 통역사(재정 자문가가 아니어도 됨)를 둘 것을 권장합니다. 저희 제품과 서비스에 대해 논의할 때 귀하가 동반하고자 하는 통역사에 대해서는 합당한 편의를 제공할 것입니다.

귀하는 영어로 업무 처리를 하는 데 불편함이 없고 제안된 모든 제품과 서비스에 대해 이해할 수 있는 경우에만 LPL과 거래를 해야 합니다. 저희와 거래를 하고 계정 신청서(Account Application)에 서명을 함으로써, 귀하는 제공된 자료를 이해할 수 있으며 유용한 모든 번역 서류는 영문 서류에 의해 좌우됨을 인정하는 것입니다.

### О порядке разглашения информации и подтверждения для клиентов, говорящих на иностранном языке

Вы понимаете, что все письменные материалы, являющиеся результатом ваших отношений с LPL, предоставляются на английском языке (к ним относятся, помимо прочего, соглашения о предоставлении услуг, формы, выписки по счетам, подтверждения сделок, документы о разглашении информации и материалы о продуктах). Если английский не является вашим первым или предпочтительным языком, рекомендуем вам внимательно изучать все материалы с привлечением переводчика на ваш выбор (который не может быть вашим финансовым консультантом). Мы предпримем разумные усилия, чтобы предоставить вам переводчика в соответствии с вашими желаниями, который будет сопровождать вас при обсуждении наших продуктов и услуг.

Вести дела с LPL следует, только если вы комфортно себя чувствуете при заключении сделок на английском языке и можете понять материалы об всех предлагаемых продуктах и услугах. Вступая с нами в деловые отношения и подписывая заявление об открытии счета, вы подтверждаете, что способны понять предоставляемые материалы и что версии документов на английском языке имеют приоритет над любыми переведенными версиями.

### Divulgación y aceptación del cliente de idioma extranjero

Entiende que todos los materiales por escrito que surjan de su relación con LPL se proporcionan en inglés, incluso, entre otros, acuerdos de servicio, formularios, estados de cuenta, confirmaciones de operaciones, documentos de divulgación y materiales del producto. Le instamos a que revise todos los materiales cuidadosamente y contrate un intérprete de su elección

(que no puede ser su asesor financiero) si el inglés no es su lenguaje principal o preferido. Acomodaremos razonablemente a un intérprete que usted desee que lo acompañe al discutir nuestros productos o servicios.

Solo debe hacer negocios con LPL si se siente cómodo haciendo las transacciones en inglés y si puede entender todos los productos y servicios ofrecidos. Al hacer negocios con nosotros y al firmar la solicitud de la cuenta, usted reconoce su habilidad de entender los materiales proporcionados y que los documentos en inglés tienen mayor validez que cualquier traducción.

### Pagsiswalat at Pagtanggap ng Parokyoano na Kaugnay ng Banyagang Wika

Naiintindihan mo na ang lahat ng nakasulat na mga materyal na mula sa iyong relasyon sa LPL ay ipinagkakaloob sa Ingles, kabilang ang pero hindi limitado sa mga kasunduan sa serbisyo, mga porma, pahayag ng kuwenta, kumpirmasyon ng pagbili, dokumento ng pagsiswalat, at materyal ng produkto. Hinihimok ka namin na suriing mabuti ang lahat ng mga materyal at kumuha ng gustong tagasalin ng wika (na hindi maaaring ang iyong tagapayo sa pananalapi) kung ang Ingles ay hindi ang iyong una o mas gustong wika. Makatwiran naming bibigyang-daan ang isang tagasalin ng wika na nais mong sumama sa iyo kapag tinatalakay ang aming mga produkto at serbisyo.

Dapat ka lamang makipagtransaksiyon sa LPL kung ikaw ay komportableng gumawa ng transaksiyon sa Ingles at naiintindihan ang lahat ng mga produkto at serbisyong inaalok. Sa pakikipagtransaksiyon sa amin at pagpirma sa Aplikasyon Para sa Kuwenta, tinatanggap mo ang iyong kakayahang maintindihan ang mga ibinigay na materyal at ang mga Ingles na dokumento ay namamayani sa anumang makukuhang pagsasalin.

### Tiết Lộ và Xác Nhận Đối Với Khách Hàng Sử Dụng Ngoài Ngữ Ngoài Tiếng Anh

Quý vị hiểu rằng tất cả các văn bản tạo ra từ mối quan hệ của quý vị với LPL được cung cấp bằng tiếng Anh, bao gồm nhưng không chỉ giới hạn vào các hợp đồng dịch vụ, đơn từ, bản báo cáo thường mục, xác nhận thương mại, tài liệu tiết lộ, và sản phẩm. Chúng tôi khuyến khích quý vị nên xem lại tất cả các tài liệu cần thận và tìm người thông dịch giúp theo sự chọn lựa của quý vị (người nào không phải là cố vấn tài chính của quý vị) nếu ngôn ngữ chính của quý vị không phải tiếng Anh hoặc ngôn ngữ mà quý vị muốn. Chúng tôi sẽ có thông dịch viên thích hợp nếu quý vị muốn có người đó trong lúc thảo luận về các sản phẩm và dịch vụ của chúng tôi.

Quý vị chỉ nên hợp tác việc kinh doanh với LPL nếu quý vị cảm thấy thoải mái để giao thiệp bằng tiếng Anh và có thể hiểu được tất cả các sản phẩm và dịch vụ được cung cấp. Khi hợp tác kinh doanh với chúng tôi và ký tên vào Đơn Xin Mở Trương Mục, quý vị xác nhận rằng quý vị có khả năng thông hiểu những tài liệu cung cấp và những giấy tờ bằng tiếng Anh được quyền ưu tiên hơn bất cứ bản dịch nào khác hiện có.



Facts	What Does LPL Financial Do with Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect can include: <ul style="list-style-type: none"> <li>▪ Social Security number</li> <li>▪ Investment experience</li> <li>▪ Income</li> <li>▪ Account transactions</li> <li>▪ Assets</li> <li>▪ Retirement assets</li> </ul> When you are <i>no longer</i> our customer, we will continue to hold your information and share it as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons why financial companies can share their customers' personal information, the reasons LPL chooses to share personal information and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does LPL Financial Share?	Can You Limit This Sharing?
For our everyday business purposes, such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For non-affiliates to market to you—for clients with accounts established with LPL representatives at banks or credit unions	No	We don't share
For non-affiliates to market to you—for clients with accounts established with LPL independent representatives  * If your independent representative terminates his or her relationship with us and moves to another brokerage or investment advisory firm, we or your independent representative may disclose your personal information to the new firm, unless you instruct us not to by returning the completed Privacy Choices Notice form attached to this notice.	Yes*	Yes

<b>Questions?</b>	Go to <a href="http://www.lpl.com">www.lpl.com</a>
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Securities offered through LPL Financial, a registered investment advisor, member FINRA/SIPC.

Not FDIC/NCUA Insured	Not Bank/Credit Union Guaranteed	May Lose Value	Not Guaranteed by Any Government Agency	Not a Bank/Credit Union Deposit
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## Who We Are

Who is providing this notice?	LPL Financial LLC and its affiliates (collectively, LPL Financial). Our affiliates include the following: <ul style="list-style-type: none"><li>▪ Independent Advisers Group Corporation</li><li>▪ Fortigent LLC</li><li>▪ PTC Holdings, Inc.</li><li>▪ LPL Insurance Associates, Inc.</li><li>▪ The Private Trust Company, N.A.</li></ul>
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## What We Do

How does LPL Financial protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Our online environment uses security technologies, including layered security and access controls over personal information. For further information, please visit the page <a href="#">How LPL Financial Secures Your Information</a>.</p>
How does LPL Financial collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"><li>▪ Open an account</li><li>▪ Apply for insurance</li><li>▪ Seek advice about your investments</li><li>▪ Enter into an investment advisory account</li><li>▪ Tell us about your investment or retirement portfolio</li></ul> <p>We also collect your personal information from others such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"><li>▪ Sharing for affiliates' everyday business purposes—information about your creditworthiness</li><li>▪ Affiliates from using your information to market to you</li><li>▪ Sharing for non-affiliates to market to you</li></ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

## Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"><li>▪ Our affiliates include companies with an LPL Financial name; financial companies such as The Private Trust Company, N.A; non-financial companies and others.</li></ul>
Non-Affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"><li>▪ Non-affiliates we may share information with include an independent representative's new brokerage or an investment advisory firm.</li></ul>
Joint marketing	<p>A formal agreement between non-affiliates financial companies that together market financial products or services to you:</p> <ul style="list-style-type: none"><li>▪ This may include banks, credit unions or other financial institutions with which we have a joint marketing agreement</li></ul>

## Other Important Information

### Information for California, North Dakota, and Vermont Customers

In response to applicable state law, if the mailing address provided for your account is in California, North Dakota, or Vermont, we will automatically treat your account as if you do not want us to disclose your personal information to non-affiliated third parties for purposes of them marketing to you, except as permitted by the applicable state law.

## Additional Information Regarding the LPL Financial Privacy Notice

### For clients of LPL advisors also affiliated with a bank, credit union or other financial institution

If your account was opened in our offices located at a financial institution, such as a bank or credit union; and that financial institution decides to enter into a relationship with a new financial services provider, we may share your information with that new financial services provider so that your account can continue to be serviced.

## Mail-In Form

### Privacy Choices Notice

(To be used by clients of LPL Financial *independent* advisors only—not clients of advisors associated with a bank or credit union)

If you would like to limit the personal information that your financial advisor could disclose or take if he or she moved to another brokerage or investment advisory firm and terminated the relationship with LPL, please complete and mail the following form to:

Privacy Management  
LPL Financial  
4707 Executive Drive  
San Diego, CA 92121-3091

You can withdraw your opt-out choice at any time by contacting us in writing at the address provided above.

If your primary address is in a state that requires your affirmative consent to share your personal information with the New Firm, then you must give your written consent before we will allow your financial advisor to take any of your personal information to that New Firm.

Please be aware that LPL Financial entered into the Protocol for Broker Recruiting (Protocol) on September 4, 2008, with certain other brokerage firms, and if LPL remains a signatory to the Protocol as of the effective date of your advisor's termination from LPL, then LPL will permit your financial advisor to take your name, address, phone number, email address and the account title of the accounts serviced (or additional information as permitted if the Protocol is amended) while your financial advisor was associated with LPL if your advisor joins one of these Protocol firms. The retention of this limited information by your advisor under the Protocol may occur even if you have exercised your rights to limit information sharing as described above.

By completing and returning this form as described, I am instructing LPL Financial to limit the personal information about me that my financial advisor could disclose or take if he or she moves to another brokerage or investment advisory firm and terminates the relationship with LPL Financial. However, I understand that LPL may disclose my name, address, telephone number, email and the account title of the accounts serviced by my advisor to the new brokerage or investment advisory firm as allowed under federal and certain state laws and the Protocol.

Please note that for accounts held jointly by two or more persons, the privacy choices made by any account holder apply to all joint holders with respect to the account. In order for your opt-out election to be effective, you must complete ALL of the following information:

**In order for your opt-out election to be effective, you must complete ALL of the following information:**

Name (please print clearly) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Zip \_\_\_\_\_ Phone Number \_\_\_\_\_

Name of LPL Financial Advisor \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_