

## 1. INTRODUCTION

This Agreement governs my Self-Directed Brokerage Account for Plan Participants that I open with you, all transactions in my Account, the use of your Web sites, the Brokerage Services, the TD Ameritrade Content and the Third-Party Content; is binding on my heirs, executors, administrators, successors and assigns; and will inure to the benefit of your successors. By opening an Account with you, I acknowledge that I have received, read and understand this Agreement and agree to be bound by its terms.

“I,” “me,” “my,” or “account owner” means the individual who signs the Account Agreement. “You,” “Your,” or “TD Ameritrade” means TD Ameritrade, Inc., a wholly owned subsidiary of TD Ameritrade Holding Corporation, and when applicable, TD Ameritrade Clearing, Inc. (“Clearing”), TD Ameritrade’s clearing broker/dealer.

## 2. DEFINITIONS

“**Account**” means my Self-Directed Brokerage Account for Plan Participants I open with you.

“**Agreement**” means these terms and conditions as well as any supplemental agreements and disclosures that apply to my Account, as amended from time to time.

“**Applicable Rules**” means all applicable federal (e.g., ERISA and the Internal Revenue Code) and state laws, rules and regulations, rules of any self-regulatory organization, and the constitution and applicable rules, regulations, customs and usages of the exchange or market and its clearing house.

“**Brokerage Services**” means your Web site and related services that you provide other than TD Ameritrade Content, which I need to place trades in my Account.

“**Business Day**” means Monday through Friday, excluding market holidays.

“**TD Ameritrade Content**” means, collectively, the Web sites, the Brokerage Services, the TD Ameritrade Content and the Third-Party Content. This Agreement applies to the Services provided by you regardless of how I access them (e.g., in-person, phone, Internet or by mobile device).

“**Services**” means, collectively, the Web sites, the Brokerage Services, the TD Ameritrade Content and the Third-Party Content.

“**Third-Party Content**” means all information, tools and services available on your Web site that are provided by a third party (“Third-Party Provider”), including financial and investment tools, market data, reports, alerts, calculators, access to online conferences, telecasts, bulletin boards, tax preparation or account management tools.

“**Web sites**” means the Internet sites of TD Ameritrade, whose domain name is registered as [www.tdameritraderetirement.com](http://www.tdameritraderetirement.com) and others, and through which you offer Services.

## 3. MY ACCOUNT AND RELATIONSHIP WITH YOU

**a. Self-Directed Account.** I understand that Accounts opened with you are self-directed. I am responsible for orders and instructions placed in my Account. Unless you provide advice to me that is clearly identified by you as an individualized recommendation for me, any investment decision that I make or investment strategy that I utilize is based on my own investment decisions or those of my agent and is at my own risk. All investments involve risk, and unless you provide individualized recommendations to me, I or my agent are responsible for determining the suitability of any trade, investment, investment strategy and risk associated with my investments. TD Ameritrade Content or Third-Party Content I access through you does not constitute a recommendation to invest in any security or to utilize any investment strategy.

**b. Fees and Commissions.** My account will pay commissions, charges, taxes and other fees. Current commission pricing and other fees are on the Web sites. You may change your fees and commissions at any time by posting changes on the Web sites or other means.

You reserve the right to vary commissions among Plan customers in connection with special offers or combinations of services or in other circumstances. You or Clearing may pay a portion of the revenues or fees derived from servicing my Account to third parties that provide services to you or Clearing. My Account may be charged fees that the particular plan has authorized to be paid to service providers other than you or Clearing.

**c. Statements and Confirmations.** It is my obligation to review trade confirmations and Account statements promptly upon receipt. These documents will be considered binding on me unless I notify you of any objections within five days from the date confirmations are sent and within 10 days after Account statements are sent.

**d. Instructions.** You may accept and act on instructions from me or my agent who is authorized on my account. You may refuse any order, or delay placing any order, if you determine that an order requires clarification from me. I will not hold you responsible for any losses caused by the rejection or delay. You will not receive any order or instruction transmitted by my agent or me until you have actual knowledge of the order or instruction. You do not determine the validity of my agent’s status or capacity, the appropriateness of or the authority or actions by such person.

**e. No Endorsement of Day Trading Strategy.** You do not recommend, endorse or promote a “day trading” strategy, which may involve significant financial risk to me.

**f. Clearing Agreement.** You and Clearing have entered into a clearing agreement in which Clearing is the clearing agent for securities transactions for your customers. You transmit client instructions to Clearing, which causes such instructions to be executed. Clearing carries my Account on a fully disclosed basis.

**g. Account Protection.** You are a member of the Securities Investor Protection Corporation (“SIPC”), which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). Explanatory brochure is available on request at [www.sipc.org](http://www.sipc.org). Additionally, you provide \$149.5 million worth of protection for each client through supplemental coverage provided by London insurers. The \$149.5 million of coverage includes an additional \$900,000 limit on cash in the account. Each client is limited to a combined return of \$150 million from a Trustee, SIPC or London. The TD Ameritrade Insurance Policy does have an aggregate total coverage of \$250 million over all customers. This policy provides coverage against theft following brokerage insolvency and does not protect against loss in market value of the securities.

To obtain information about the SIPC, including the SIPC brochure, contact the SIPC at:

Securities Investor Protection Corporation  
805 15th Street, N.W., Suite 800  
Washington, D.C. 20005-2215

Tel: 202-371-8300  
Fax: 202-371-6728  
Email: asksipc@sipc.org  
Web site: www.sipc.org

**h. Compliance with Laws.** I agree to comply with all laws, rules and regulations applicable to my Account.

I understand that I am responsible for monitoring the total amount of deposits that I have with TD Ameritrade in order to determine the extent of insurance coverage available to me.

#### 4. ABOUT ME

**a. Legal Capacity.** I am eligible under the terms of the plan and therefore have the capacity and authority to enter into this Agreement.

**b. Accuracy of Information.** All the information I provide you is true and correct. I will promptly notify you in writing within 10 Business Days after any change in such information. You may rely upon all information I provide you.

**c. Interest in Account.** I represent that no one else except me has an interest in my Account(s). I will notify you promptly of any changes in interest in my account, such as the existence of a Qualified Domestic Relations Order (QDRO).

**d. Rights, Terms and Obligations of Securities in Account.** Except as required by Applicable Rules, you are not obligated to notify me of any events involving my securities positions, nor do you have the responsibility to take any actions on my behalf with respect to such events without specific instructions from me. I am responsible for knowing the rights, terms and obligations of securities in my Account and for monitoring the occurrence of any events involving my securities positions or securities for which I intend to place an order.

#### 5. PRIVACY AND CONFIDENTIALITY

**a. Privacy.** You will take reasonable measures to protect the privacy and confidentiality of information in your possession about my Account and me. Your Privacy Statement explains how you collect and protect my information. The Privacy Statement is incorporated into this Agreement by reference.

**b. Account Number, PIN or Password.** I will receive a password and/or access number (collectively "PINs") that provide electronic access to my Account. Account numbers, UserIDs and PINs are confidential and I am responsible for the confidentiality, protection and use of them. Subject to the TD Ameritrade Asset Protection Guarantee, I agree to be responsible for all activities in my Account. You may rely on that I have authorized any orders or instructions that are received under my Account number and PIN.

**c. TD Ameritrade Asset Protection Guarantee.** If I lose cash or securities from my Account due to unauthorized activity, you will reimburse my account for the cash or securities I lose. You promise me this protection in the event unauthorized activity causes losses and you determine it was through no fault of my own. You guarantee this if I do three things: (1) keep my Account information secure and confidential – don't share it, because sharing my UserID, password, PIN or Account number with other people means I authorize them to take action in my Account; (2) frequently check my Account and statements and report any suspicious or unauthorized activity to you immediately; and (3) take the actions you request and cooperate with any investigation.

**d. Phone Conversations and Electronic Communications.** You may record and monitor telephone or electronic communications with me.

**e. Disclosure of Account Information to Third Parties.** Consistent with your Privacy Statement, you and your agents are specifically authorized to disclose information about my Accounts and me to third parties.

#### 6. CLIENT COMMUNICATIONS

**a. Addresses.** You may send communications to the mailing address, email, telephone number or facsimile number that I provide. Except as required by Applicable Rules, you also may deliver information verbally. Except as required by Applicable Rules, communications shall be deemed delivered to me whether or not I actually receive them.

**b. Electronic Signatures.** Subject to Applicable Rules, my use of electronic signatures to sign your documents legally binds me in the same manner as if I had manually signed. Subject to Applicable Rules, the use of an electronic version of these documents fully satisfies any requirement that they be provided to me in writing. If I sign electronically, I represent that I have the ability to access and retain a record of the documents. I am responsible for understanding these documents and agree to conduct business with you by electronic means. I am obliged to review periodically the Web sites for changes or modifications.

**c. Consent.** Subject to Applicable Rules, by consenting to the electronic delivery of all information relating to my Account, I authorize you to deliver all communications to me by the following means: (1) by email at the email address specified by me; (2) by posting the communication on the Web sites or other sites on the Internet where the communication can be read and printed; (3) by sending me an email that includes a hyperlink to the Web sites or an address on the Internet where the information is posted, and can be read and printed; and (4) by sending me a notice that directs me to an address on the Internet or a place within the Web sites where the communication is posted and from which it can be read and printed. Such delivery will be effective delivery to me for the purpose of any Applicable Rules whether or not I access or review the communication. Although I consent to electronic delivery, you may elect to deliver communications by other means which shall not affect my consent. I will notify you of any change in my address. I may revoke my consent to electronic delivery of communications and receive documents in paper. You have a reasonable period to effect such a change and may charge a reasonable fee for sending paper copies.

**d. Equipment.** If I agree to electronic delivery, I must have a computer with Internet access, an email address and the ability to download and save or print communications to retain for my records. I am responsible for obtaining and maintaining all equipment and services required for online access of my Account.

## 7. ELECTRONIC SERVICES

**a. Availability.** You do not guarantee that any media will be available to me at a particular time. Access to the Web sites may be limited or unavailable during periods of peak demand, market volatility, system upgrades or other reasons.

You reserve the right to suspend and deny access to the Services, without prior notice or for any reason. I recognize that Account activity may be conducted through several different media (e.g., Interactive Voice Response phone system and phone); and if a certain medium is not available, I will use another medium to conduct Account activity. You will not be liable for the unavailability, delay or failure of any of the media at any particular time or for the accessibility of, transmission quality, outages to, or malfunction of any telephone circuits, computer system or software.

**b. Use of Services.** I will use the Services for lawful purposes and as permitted by this Agreement. I will not transmit through the Web sites any material that violates or infringes in any way upon the rights of others or would encourage conduct that may give rise to civil or criminal liability. I will not modify, copy, publish, transmit, license, participate in the transfer or sale of, reproduce, create derivative works from, distribute, redistribute, display or in any way exploit the Services. I will not upload, post, decompile, reverse engineer, disassemble, modify, copy, distribute, transmit, reproduce, republish, license, display, sell or transfer or create derivative products from the Services. Software accessed on the Web site is subject to U.S. export controls and may not be downloaded by any person prohibited from doing so by Applicable Rules.

I may download software on a single computer for personal, noncommercial use, provided I keep intact all copyright and other proprietary notices. You and Third-Party Providers reserve the right to revise, modify, change, upgrade, suspend, impose limitations or restrictions on, deny access to, remove or discontinue the Services at any time without prior notice. Third-Party Providers may enforce this Agreement against me and take action against me for my breach of this Agreement.

**c. Limitation of Liability.** The Services are provided "as is" and "as available." You, your affiliates, the Third-Party Providers and their respective licensors, employees, distributors or agents make no representations with respect to the system and expressly disclaim all warranties. Subject to Applicable Rules, in no event will you, your affiliates, the Third-Party Providers or their respective licensors, employees, distributors or agents be liable to me or any Third Party for any direct, indirect, incidental, special, punitive or consequential losses or damages of any kind with respect to the Services.

I am solely responsible for my investment research, and neither you nor any Third-Party Provider make any representations, warranties or other guarantees as to the accuracy or timeliness of any market data; nor do you or any Third-Party Provider make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment.

**d. Intellectual Property.** My use of the Services will not confer any title, ownership interest, or intellectual property rights to me. The Services are protected under U.S. patent, copyright laws, international treaties or conventions and other laws, and will remain the exclusive property of you or Third-Party Providers. Company names, logos and all related product and service names, design marks and slogans of you or your affiliates, or any Third-Party Provider are the property of the respective company. I am not authorized to use any such name or mark in any advertising, publicity or any other commercial manner.

**e. Cookies.** You use cookies on Web sites, and my browser will need to accept all cookies for it to perform fully. Certain features of the Web sites may also require the acceptance of cookies.

**f. Hyperlinks.** The Web sites may include hyperlinks to Web sites owned or operated by affiliated or unaffiliated, third parties. Neither you nor Third-Party Providers are responsible for the content or availability of such other Web sites, and shall not be responsible or liable for any loss in connection with reliance on such sites.

## 8. BROKERAGE SERVICES

**a. Order Routing and Executions.** Unless I specify the market for execution, you decide where to route my orders for execution. You consider a wide variety of factors in determining where to direct my orders, such as execution price, opportunities for price improvement (which is when an order is executed at a price that is more favorable than the displayed national best bid and offer), market depth, order size and trading characteristics of the security, efficient and reliable order handling systems and market center service levels, speed, efficiency, accuracy of executions and the cost of executing orders at a market.

**b. Order Refusal.** You may refuse any of my orders. I will not hold you liable for any loss I may incur due to your refusal to permit any transaction.

**c. Trade Execution and Price.** You route orders to markets for prompt execution in view of prevailing market conditions, but there can be delays in the processing of orders. I understand and agree with the following:

- The quoted price may not reflect the trading activity from all markets.
- High volumes of trading at the market open or intraday may cause delays in executions and result in prices significantly away from the price quoted at the time the order was entered.
- Markets may handle orders manually and may reduce size guarantees during periods of volatility, resulting in possible delays in order execution and losses.
- The execution price I receive may be impacted by numerous factors beyond your control and responsibility, including the type of security, liquidity and the size of my order. For example, large or "block" orders or orders involving illiquid securities may take additional time to execute and may execute at prices significantly different from the quoted price.
- The execution of market and stop-market orders may be at a price significantly different from the quoted price of that security. Limit orders will be executed only at a specified price or better, but there is the possibility that the order will not be executed.
- I may suffer market losses during periods of volatility in the price and volume of a particular stock when systems issues result in an inability to place buy or sell orders.

**d. Payment for Order Flow.** You may receive remuneration from markets for directing orders to them. The source and amount of these payments is available upon written request. Markets may act as principals to buy, sell or hold securities for their own accounts and they may make money when executing your trade.

**e. Payment for Transactions.** All orders that I authorize will be processed with the understanding that my account will pay for any purchase and deliver certificates to cover all sales on or before the settlement date. All sell orders that I place will be for securities that are held in my Account ("long") and in deliverable form at the time I place the order.

You reserve the right to require full payment or equity positions prior to the acceptance of any order. I will have the required cash, available funds or equity in my Account prior to the execution and/or settlement of a purchase, and the required securities in my Account prior to the execution and/or settlement of a long sale. If I do not have sufficient funds or securities in my Account, you have the right to liquidate or buy-in securities at my Account's expense, and my Account will be responsible for any cost or loss.

**f. Payment of Indebtedness Upon Demand.** My Account will be liable for the payment upon your demand of any obligations owing in my Account, including the reasonable costs incurred in collecting such amounts.

**g. Collection of Indebtedness.** Subject to Applicable Rules including but not limited to ERISA and the Internal Revenue Code, and without prior notice to me, you may sell or transfer assets in my Account to satisfy my Account's obligations. You also have the discretion to determine which securities and other properties are to be sold. I understand and agree that you may prohibit withdrawals and transfers from my Account until all indebtedness has been satisfied.

**h. Types of Transactions.** You may determine that certain securities are ineligible for purchase or sale for my Account. Currently, these ineligible securities could include: options; OTC Bulletin Board securities; pink sheet securities; foreign securities, including ADRs, that are not listed on a major exchange; limited partnership interests; and municipal bonds. In addition, there may be other securities that the Plan or the Plan Sponsor has determined to be ineligible for Plan accounts, and that the Plan or the Plan Sponsor is responsible for informing me of any such securities which it has determined to be ineligible. I am not authorized to place orders for ineligible securities, and although you take certain steps to restrict transactions in ineligible securities, you shall not be responsible for any consequences associated with (i) the purchase or sale of any ineligible security for my Account, including but not limited to any losses that may result, or (ii) the unavailability of any ineligible security for my Account.

**i. Mutual Funds.** I authorize you to custody mutual fund holdings that I purchase directly through you. When purchasing a mutual fund, I acknowledge that I have received and read the fund prospectus. Mutual fund purchases may be subject to investment minimums and some mutual funds sold through you impose a charge on the purchase of shares, called a "sales load." I may be able to purchase mutual fund shares through you without paying a front-end sales load, but my Account may be charged a fee, called a "contingent deferred sales charge," when I sell or redeem shares held in my Account. You may receive part or the entire sales load.

Some mutual funds offer reductions in front-end sales loads ("breakpoints"), for purchases over certain amounts or purchased through Letters of Intent or Rights of Accumulation. I am responsible for determining and obtaining any breakpoints, or providing you with sufficient information to assist me in obtaining a breakpoint. You may receive remuneration from fund companies for providing recordkeeping and shareholder services. Some mutual funds impose a marketing distribution fee known as a "12b-1 fee." You may receive the 12b-1 fees in connection with my investment in such fund's shares. If I invest online in no-transaction-fee mutual funds ("NTF funds") directly through you, my Account will not pay a sales load or transaction fee. I also may be able to purchase mutual funds directly from the fund's distributor or underwriter without incurring a transaction fee. You receive remuneration from fund companies participating in its NTF fund program. NTF funds have other fees and expenses that apply to continued investment in the fund that are described in the prospectus.

**j. Sweep Program.** My available cash may be swept into a sweep vehicle pending investment of the cash. The alternatives available under the Sweep Program are referred to as "Sweep Choices," and the one I select is referred to as the "Designated Sweep Vehicle." You will notify me of the Sweep Choices and the Designated Sweep Vehicle.

Cash will be automatically invested or deposited in the Designated Sweep Vehicle, according to a sweep schedule determined by you. Proceeds from the sale of securities will be swept into the Designated Sweep Vehicle following settlement if the securities sold have been received in good deliverable form by the settlement date. I may instruct you to change my Designated Sweep Vehicle at any time to another of the Sweep Choices, and acknowledge that such instruction shall constitute my authorization to liquidate balances in my Designated Sweep Vehicle and transfer such balances to the new Designated Sweep Vehicle. I authorize you to automatically withdraw cash or redeem securities maintained in a Designated Sweep Vehicle to satisfy my Account's obligations. I authorize you to act as my agent to purchase and redeem balances in the Designated Sweep Vehicles, and authorize you to select and use agents as you deem appropriate.

The Sweep Choices may include money market funds or an FDIC-insured deposit account ("IDA") for which you or your affiliates receive, to the extent permitted by Applicable Rules, transaction and other fees for providing services. These fees will vary depending on the money market fund (or share class) or IDA used. No portion of these fees will reduce or offset the fees otherwise due to you unless required by Applicable Rules.

There may be certain minimum requirements for initial and subsequent investments in the Designated Sweep Vehicles. You may change the eligibility criteria or replace the Sweep Choices available to me. You will give me advance notice of any such change in Sweep Choices. Unless I notify you of an objection to such change, I authorize you to withdraw cash or redeem securities held in the prior Designated Sweep Vehicle and to invest or deposit the proceeds in the replacement Designated Sweep Vehicle.

If my Designated Sweep Vehicle is a money market fund or IDA and my account is flagged as a "Pattern Day Trader," on the next business day you may change my Designated Sweep Vehicle to TD Ameritrade Cash (described below).

**1. TD Ameritrade FDIC Insured Deposit Account.** If the IDA is my Designated Sweep Vehicle, the available cash in my Account will be automatically deposited in an IDA at TD Bank, N.A. ("TD Bank"), TD Bank USA, N.A. ("TD Bank USA") or both (individually, the "Bank" or collectively, the "Banks"), your affiliates. The IDAs at the Banks are money market deposit accounts held in the name of TD Ameritrade for the benefit of its customers. You have arranged the IDAs and account records in such a way that "pass through" FDIC insurance is available to me as if I had opened the IDAs directly in my own name. As a result, my funds at each Bank will be eligible for FDIC insurance in an amount equal to \$250,000 for principal and accrued interest per depositor in each recognized legal capacity (e.g., Individual, Joint, IRA). Such insurance will cover my money in each IDA, together with any other deposits held at each Bank in the same legal capacity (e.g., Individual, Joint, IRA). Questions about FDIC insurance coverage may be directed to you. Information also may be obtained by contacting the FDIC, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342, 800-925-4618 (TDD) or 202-942-3100), by email (dcainternet@fdic.gov) or by accessing the FDIC Web site at [www.fdic.gov](http://www.fdic.gov).

**My available cash will be deposited into an IDA at TD Bank up to a deposit amount of \$247,500 (\$495,000 for Joint accounts). Any available cash in excess of \$247,500 (\$495,000 for Joint accounts) will be swept to TD Bank USA without limit, even if the amount in the IDA exceeds the FDIC insurance limits of \$250,000. I am responsible for monitoring the total amount of deposits that I maintain at the Banks in order to determine the extent of FDIC coverage available to me.** I acknowledge that the IDAs constitute an obligation of the Banks and are not an obligation of you. You do not guarantee in any way the financial condition of the Banks or the accuracy of any publicly available financial information concerning the Banks. You will not be responsible for any insured or uninsured portion of the IDAs. Cash in my Account will be

automatically swept on a daily basis to the IDAs at the Banks. As required by federal regulations, the Banks reserve the right to require seven days' prior notice before permitting a withdrawal out of the IDAs. Currently, the Banks do not intend to exercise this right. In addition, the IDAs have transfer limits that prevent using the IDAs as a transaction account. The following applies to the IDAs:

- When available cash is available for deposit, you will deposit available cash from my Account into an IDA at one or both of the Banks. Your bank sweep will periodically rebalance so the total amount of my funds in the IDA at TD Bank remains below applicable FDIC insurance limits.
  - All withdrawals necessary to satisfy debits in my Account will be made by you or Clearing, as my agent. A debit will be created when I purchase securities or request a withdrawal of funds from my Account.
  - If my deposits are held only at TD Bank, withdrawals will be made from the IDA held there. If I have funds in IDAs at both Banks, withdrawals will be made in reverse order, first from the IDA at TD Bank USA, until none of my funds remain, and then from my Account's IDA at TD Bank.
  - My account statement will reflect the balances, activity and interest earned with respect to the IDAs my Account holds at the Banks.
  - The deposit limit at TD Bank is set slightly below FDIC insurance thresholds to allow for accrued interest on deposits. The deposit limit at TD Bank is set at \$247,500 (\$495,000 for Joint accounts), which may be reset from time to time based on FDIC insurance limits and interest rate environment. As a result, the combined FDIC insurance limit will be up to \$500,000 for individual accounts, and up to \$1 million for joint accounts held by two or more parties. If interest paid on my funds in the IDA at TD Bank results in my total funds in the IDA exceeding the deposit limit at TD Bank, the IDA at TD Bank will be rebalanced the next day and the amounts in excess of the deposit limit will be transferred to the IDA at TD Bank USA.
  - The Banks will determine interest rates on the IDAs in their discretion based upon a variety of factors, including prevailing economic and business conditions, and the nature and scope of your relationship with the Banks. I understand that rates may vary based on the particular offering or the level of my assets held with you. The interest rates paid with respect to the IDAs may be higher or lower than the interest rates available to depositors making deposits directly with the Banks or other depository institutions in comparable accounts. The current interest rate will be available on the Web site, or I may contact you to obtain the current rate. Interest will accrue on balances from the day they are deposited into the IDAs through the Business Day preceding the date of withdrawal from the IDA. Interest will be accrued daily and credited on the last Business Day of each month.
  - You or Clearing will act as my agent in depositing funds into the IDAs and withdrawing funds from the IDAs. No evidence of the IDAs, such as a passbook or certificate, will be issued to my Account. Ownership of the IDAs at the Banks will be evidenced by a book entry on the records of the Banks, and by records maintained by you or Clearing. I will contact you if I believe there has been any unauthorized activity between my Account and the Account's IDAs, or if I have any complaints regarding the Account's IDAs at the Banks.
  - You may terminate my use of the IDA sweep feature. In the event you terminate my use of the IDA sweep feature, you will inform me of the replacement sweep vehicle.
  - The Banks use IDA balances to fund current and new investment and lending activity. The Banks seek to make a profit by achieving a positive spread between their cost of funds (e.g., deposits) and the return on their assets, net of expenses. You receive a fee from the Banks for marketing, administrative and operational services in connection with the IDAs. You have the right to waive all or part of this fee. The fee is derived using a formula which results in the fee varying from month to month depending on the interest rate environment and the profitability of the Banks with respect to such deposits. Under your agreement with the Banks, the fee is based on the London Interbank Offered Rate ("LIBOR") and generally ranges from the 1-month to the 3-year LIBOR rate in effect. Historically, LIBOR has been slightly higher than the comparable Federal Funds rate issued by the Federal Reserve of the United States. The rate of the fee that you receive may exceed the interest rate or effective yield that I receive in my balances in the Account's IDAs, and the payment of the fee reduces the yield that I receive. Other than the applicable fees charged on brokerage accounts, there will be no charges, fees or commissions imposed on my Account for this cash sweep feature.
  - You may add other depository institutions to the IDA sweep feature. I will receive notification in advance of any such change. If a depository institution ceases to make its IDA available through the IDA sweep feature, I will be given an opportunity to transfer funds.
  - In the event that FDIC insurance payments become necessary, the FDIC is required to pay principal plus unpaid and accrued interest to the date of the closing of the relevant depository institution, as prescribed by applicable law and regulations. Because there is no specific time period during which the FDIC must make available such insurable payments, I should be prepared for the possibility of an indeterminate delay in obtaining insurable payments. In addition, I may be required to provide certain documentation to the FDIC and you, such as affidavits and indemnities, before any insurance payouts are released to my Account. For example, if the IDA balances are held by me as trustee for the benefit of trust participants, I may be required to furnish an affidavit to that effect.
2. **TD Ameritrade Cash.** If I selected TD Ameritrade Cash as my Designated Sweep Vehicle, you will pay interest on available cash in my Account, the rate of which may be changed without prior notice. Interest will be accrued daily and credited on the last Business Day of each month. You may vary interest rates among Plans in connection with special offers or combinations of services or in other circumstances. TD Ameritrade Cash represents balances pending investment and is not maintained solely for receiving credit interest. TD Ameritrade Cash is not segregated, and you may use the balances but only to the extent permitted by Applicable Rules. You may segregate TD Ameritrade Cash held in IRAs and other designated accounts from other cash.
3. **Money Market Funds.** Investments in money market funds are subject to restrictions, charges and expenses described in the prospectus. Money market funds are securities that may increase or decrease in value. They are not insured or guaranteed by the FDIC, any other government agency, or you, and there can be no assurance that such funds will be able to maintain a stable net asset value of \$1 per share.

## 9. OPTIONS TRADING

In most plans, covered options are considered ineligible transactions and are not allowed. If my plan allows for covered options trading, and if I elect to engage in covered options transactions, I will be bound by the following additional terms:

**a. Suitability.** Options are not suitable for all investors. Options trading has inherent risks and I am prepared financially to undertake such risks and to withstand the losses that may be incurred. I acknowledge I have received or have been given access to the “*Characteristics and Risks of Standardized Options*” by the Options Clearing Corporation (“OCC”).

**b. General Terms.**

- I am responsible for knowing the rights and terms of all options in my account. I agree to be bound by the FINRA, OCC and exchange rules applicable to trading in options contracts.
- Settlement on options cleared through the OCC is the business day after trade date. I shall not exceed the position and exercise limits imposed by the rules of the OCC.
- I am responsible for instructing you as to my intention to exercise options contracts before the expiration date.
- You and Clearing are authorized to take steps to protect their position and any obligation they have assumed at my request without notifying me.
- If I write (short) a call options contract that requires the delivery of securities to be sold, I may be required to keep the securities in my Account until the expiration of the options period and may not be allowed to sell or withdraw the securities.
- If I write (short) a put options contract that requires payment for securities to be purchased, I may be required to keep sufficient funds in my Account to make the payment until the expiration of the options period, and may not be allowed to withdraw the funds or use them for any other purpose. If I am assigned on the options, Clearing may use the funds for the purchase of the securities without prior notice to me.
- All short equity and some index options positions are available for assignment. Exercise assignment notices for equity or index options are randomly allocated among all customers’ short positions by an automated procedure.

## 10. ARBITRATION

This Agreement contains a predispute arbitration clause. By signing a predispute arbitration clause, the parties agree as follows:

- All parties to this Agreement give up their right to sue each other in court, including the right to jury trial, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- No person will bring a class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a class action; or who is a member of a class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Subject to Applicable Rules, I agree that any controversy between you and your affiliates, any of their respective officers, directors, employees or agents and me (including any of my officers, directors, employees or agents) arising out of or relating to this Agreement, our relationship, any services provided by you, or the use of the Services, and whether arising before or after the date of this Agreement, shall be arbitrated and conducted under the provisions of the Code of Arbitration of the Financial Industry Regulatory Authority (FINRA). If any party unsuccessfully resists confirmation or enforcement of an arbitration award rendered under this Agreement, then that party shall pay all costs, attorneys’ fees, and expenses incurred by the other party or parties in confirming or enforcing the award. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction.

## 11. INVESTMENT ADVICE

- a. Unless otherwise noted by you in writing, you will act only as broker/dealer and not as an investment advisor governed by the Investment Advisers Act of 1940.
- b. When I act as a self-directed investor, I am responsible for determining the suitability of any particular investment strategy, transaction or security. You have no responsibility for any such determination unless you otherwise agree in writing, or you or your representative gives advice directly to me that is identified clearly as a recommendation by you to enter into a particular transaction or to buy or sell a particular security or securities.
- c. From time to time, in connection with my Account, you may provide investment-related guidance and recommendations to me. I agree that when you make a recommendation to me, you determine its suitability for me at the time of the recommendation. If the recommended transaction is not effected contemporaneously with your recommendation, I agree you will have no liability if I choose to effect such transaction in the future. Furthermore, when you are acting as broker/dealer for my Account, I agree that you have no ongoing duty to ensure a recommendation continues to be suitable for me. Rather, I have an affirmative duty to monitor profits and losses in my Account, along with my investment goals and risk tolerance and to modify my trading decisions accordingly.
- d. Unless otherwise agreed to in writing, you do not have discretionary authority over my Account or an obligation to review or make recommendations for the investment of securities or cash in my Account.
- e. Any research, analysis, news or other information made available by you does not constitute an individualized recommendation by you to buy or sell a particular security.
- f. You do not provide legal, tax or estate planning advice.

## 12. MISCELLANEOUS

- a. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable. In such event: (i) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision has never comprised a part of this Agreement or was modified to be legal, valid and enforceable; and (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement, to the extent permitted by Applicable Rules.
- b. **Account Handbook.** The Account Handbook provided to me upon account opening and available on your Web sites contains important information about my Account. I will refer to the Account Handbook to learn additional information about the handling of trade orders, the receipt and delivery of funds, account policies and other general account information.
- c. **Entirety of Agreement.** This Agreement, any attachments hereto, the addenda and other agreements referred to in this Agreement and the terms and conditions contained in the Account statements and confirmations contain the entire agreement between you and me; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between me and you, provided, however, any and all other agreements if any, between me and you and your affiliates, not inconsistent with this Agreement will remain in full force and effect.
- d. **Assignment and Escheatment.** I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining your prior written consent. You may assign, sell or transfer my Account and this Agreement, or any portion thereof, at any time, without my prior consent. The assets in my Account may be transferred to the appropriate state if no activity occurs in my Account within the time period specified by state law.
- e. **Amendment.** You reserve the right to amend this Agreement without prior notice to me or as required by Applicable Rules. The current version of the Agreement will be posted on the Web sites, and my continued Account activity after such amendment constitutes my agreement to be bound by all amendments to the Agreement, regardless of whether I have actually reviewed them. You are not bound by any verbal statements that seek to amend the Agreement.
- f. **Termination.** You may terminate this Agreement, or close, deactivate or block access to my Account. I will remain responsible for the payment of all obligations incurred in my Account or otherwise. I may terminate this Agreement after paying any obligations from my Account owed upon written notice. The Agreement survives termination of the Account.
- g. **Force Majeure.** You will not be liable for loss caused directly or indirectly by conditions beyond your reasonable control, including but not limited to Force Majeure events. "Force majeure" means events that are beyond the reasonable control of a party, including but not limited to the following: disasters, extraordinary weather conditions, earthquake or other acts of God, war, insurrection, riot, labor strikes, terrorist acts, government restrictions, exchange or market rulings, suspension of trading, computer or communication line failure, or failure of market centers or transmission facilities.
- h. **Indemnification.** To the extent permitted by Applicable Rules, I agree to indemnify and hold harmless you, your affiliates, and Third-Party Providers and their respective officers, directors, employees, agents and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses or attorney's fees (collectively "Losses") resulting or arising directly or indirectly from my use of the Services.
- i. **Waiver.** Your failure to insist on compliance with this Agreement will not constitute a waiver of any of its rights.
- j. **Admissibility of Documents in Proceedings.** All documents in any format are considered to be true, complete, valid, authentic and enforceable record of the applicable document, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I will not contest the admissibility or enforceability of your copy of the documents in any proceeding arising out of this Agreement.
- k. **Governing Law, Jurisdiction and Venue.** This Agreement will be governed by the laws of the State of Nebraska to the extent not preempted by federal law, but not its conflicts-of-law provisions. I hereby consent to the jurisdiction of and venue within the State of Nebraska for all disputes arising out of or relating to this Agreement.

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value