

## Account Terms and Conditions

### ACCOUNT AGREEMENT

This account agreement (“**Account Agreement**”), along with any other documents we provide to you pertaining to your securities account(s), is a contract that establishes the rules and agreements which control your securities account(s) with us (each, an “**Account**”) and the transactions related thereto. Please read carefully this Account Agreement, along with the attached Disclosures. If you execute a transaction through your Account or continue to use the Account, you will be deemed to have accepted this Account Agreement. In this Account Agreement, “**you**”, “**your**” and “**yours**” mean the registered owner of the Account and “**we**”, “**us**” and “**our**” mean Truist Securities, Inc. (“**Truist Securities**”).

**1. Service Provisions.** This Account Agreement covers all Accounts that you may open with Truist Securities and all transactions for or on your Account will be subject to this Account Agreement. We may act as your agent in carrying out your directions regarding the purchase or sale of securities for your account in accordance with the terms and conditions of this Account Agreement. For purposes of this Account Agreement, “**securities**” shall include, without limitation, money, instruments, security entitlements, options, and securities of every kind and nature (including debt securities, equity securities and convertible securities) and all contracts and actions relating thereto and all proceeds therefrom, whether for present or future delivery, now or hereafter held, carried or maintained by Truist Securities or our Clearing Firm in or for any of your Accounts. Truist Securities may also execute transactions with you as principal for its own account rather than as your agent. When this occurs, the confirmation of the transaction (“**Confirmation**”) will disclose that Truist Securities acted as principal instead of as agent. To carry out our duties, we will open and close one or more Account(s), place and withdraw orders and take such other steps as are reasonable to carry out your directions. You shall be responsible for ensuring that you communicate any instruction relating to your account to Truist Securities by a person duly authorized by you to provide such instruction, and Truist Securities shall rely upon your due authorization of each person who provides such instruction to Truist Securities on your behalf. You authorize Truist Securities to act upon such instructions or inquiries, given by telephone, orally, by electronic or facsimile transmission or by any electronic service or system that provides access to Truist Securities or to which you have access through Truist Securities and agree that Truist Securities may act upon and shall incur no liability in acting upon any such instructions or inquiries as reasonably understood by Truist Securities. Truist Securities will not be responsible for any loss, liability, cost or expense of acting upon unauthorized or fraudulent instructions, and you will bear the risk of any such loss. You acknowledge and agree that neither Truist Securities, nor any of its respective agents or employees, will be liable

for any loss, liability, cost or expense arising from acting on instructions they reasonably believe to be genuine.

If you are opening an Equity Brokerage Account, such Account will be opened and maintained by our Clearing Firm. The term “**Clearing Firm**” refers to National Financial Services LLC (“**NFS**”), or such successor clearing firm as we may choose from time to time. We may change Clearing Firms at any time upon 30 days’ written notice to you, in which event your Account will be transferred to the successor Clearing Firm. The respective functions allocated between Truist Securities and the Clearing Firm for Equity Brokerage Accounts are specified in the clearing agreement between Truist Securities and the Clearing Firm and are summarized in the Statement of Responsibilities provided to equity brokerage customers pursuant to FINRA Rule 4311 (or any successor thereto). Please consult this notice for details.

If you are opening an Equity Brokerage Account, you hereby advise NFS that you have instructed Truist Securities to establish, on your behalf and as your agent, an account with NFS. You hereby appoint Truist Securities as your exclusive agent to act for and on your behalf with respect to all matters regarding your Account with NFS, including, but not limited to, the placing of securities purchase and sale orders. You acknowledge that no fiduciary relationship exists with NFS. NFS shall look solely to Truist Securities and not to you with respect to such orders or instructions; and NFS is hereby instructed to deliver Confirmations, statements, and all written or other notices, including margin maintenance calls, if applicable, with respect to your Account to you and to Truist Securities. You agree to hold NFS harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided NFS has acted in accordance with the above.

**2. Orders, Deliveries and Settlements.** You agree to have available or to deliver sufficient funds to cover immediately the amount due on securities you purchase, and you agree to make good delivery of any securities in your possession that you have sold, on or before settlement date. You will be responsible for ensuring timely delivery of funds and securities to Truist Securities. A late charge may be applied to your Account for payments or securities received after the settlement date. You understand that Truist Securities or its Clearing Firm may in its sole discretion decline to execute any securities transaction for your Account. Until fully paid for, securities we buy or sell as principal or as agent may be commingled with the securities of others. If you fail to timely deliver securities sold in good deliverable form or to deposit timely the total purchase price of securities purchased as provided by applicable law, Truist Securities may, in its sole discretion and WITH OR

WITHOUT NOTICE OR DEMAND, take such steps as Truist Securities deems appropriate either to complete or to liquidate the transaction, buy in (cover) short positions, cancel outstanding orders in whole or in part, and take any other appropriate or necessary action without incurring any liability whatsoever, and you shall pay to Truist Securities, UPON DEMAND, all expenses and losses incurred by Truist Securities in connection therewith. Furthermore, Truist Securities will be entitled to retain any gain or profit resulting from its actions after your failure to timely deliver or pay for securities. If at any time Truist Securities considers it necessary for its protection, it may in its discretion require you to deposit cash or collateral in your Account to assure due performance by you of your open contractual commitments.

If you are opening a fixed income securities Account, Truist Securities will not hold any securities in the fixed income Account, and instead will deliver such securities as directed by you pursuant to your delivery instructions. If you elect to settle all transactions through a designated deposit account with Truist Bank, an affiliate of Truist Securities, you agree that on the settlement date Truist Securities may debit your deposit account for payment for securities purchased and credit your deposit account with the proceeds from the sale of securities.

You will not ask Truist Securities to sell control or restricted securities, as defined by the federal securities laws, unless you have disclosed to Truist Securities in writing that such securities are control or restricted securities and unless you are authorized to engage in such a sale under applicable law. In connection with a sale of control or restricted securities, you agree to provide Truist Securities with such notices, information, legal opinions, certifications or other assurances as Truist Securities may request.

Truist Securities has adopted the Fails Charge Trading Practices for Treasuries and U.S. agency securities (found at <http://www.sifma.org/services/standard-forms-and-documentation/fails-charge-trading-practices>) for all delivery versus-payment or delivery-versus-transfer transactions in U.S. Treasury securities. Truist Securities will use the procedures recommended by the Treasury Market Practices Group unless we and you agree on individual procedures for specified transactions. By entering into any such transaction with Truist Securities in U.S. Treasury securities, you agree to the use of the applicable Fails Charge Trading Practice unless we and you explicitly agree otherwise with respect to a specific transaction. Similarly, we agree that the transaction will be subject to the applicable Fails Charge Trading Practice, unless we and you explicitly agree otherwise.

**3. Electronic Execution Tools.** Truist Securities may elect to execute trade requests by means of algorithms, internalization engines and/or other electronic execution tools (collectively, “**execution tools**”). In all cases, the applicable execution tool will seek to execute according to a selected methodology for the relevant execution tool.

The use of an execution tool in relation to your trade request does not guarantee any particular outcome and/or execution of any amount requested. The results obtained from any execution tool may depend on the validity of the assumptions underlying it and prevailing market conditions that may impact these assumptions.

The execution methodology utilized in relation to a particular execution tool does not guarantee execution of any part or all

of a trade request.

**4. Default.** If you default in the performance of any obligation under any transaction or agreement with Truist Securities, or become bankrupt, insolvent or subject to any voluntary or involuntary bankruptcy, reorganization, insolvency or similar proceeding, or if for any reason Truist Securities deems it advisable for its protection (each, a “**Close-Out Event**”), Truist Securities may, without notice or demand to you, and at such times and places as Truist Securities may determine, cancel, terminate, accelerate, liquidate and/or close-out any or all transactions and agreements between you and Truist Securities or its affiliates, sell or otherwise transfer any securities which Truist Securities may hold for you or which is due to you (either individually or jointly with others) and apply the proceeds to the discharge of your obligations, set-off, net and recoup any obligations (whether physical or financial and whether or not then due) to Truist Securities, exercise all rights and remedies of a secured creditor in respect of all collateral in which Truist Securities has a security interest under the UCC (whether or not the UCC is otherwise applicable in the relevant jurisdictions) or right of set-off, cover any of your open positions (by buying in or borrowing securities or otherwise) and take such other actions as Truist Securities deems appropriate, provided that if applicable law would stay or otherwise impair the ability of Truist Securities to take any such action upon any such bankruptcy, reorganization, insolvency or similar proceeding, Truist Securities will be deemed to have taken such action with respect to the cancellation, termination, acceleration, liquidation and/or close-out of transactions, and the application of appropriate set-offs, and if and to the extent Truist Securities deems it appropriate, the sale or disposition of your securities, the exercise of rights of a secured creditor, and the application of proceeds immediately prior to such bankruptcy, reorganization, insolvency or similar proceeding. You shall remain liable for any deficiency and shall promptly reimburse Truist Securities for any loss or expense incurred thereby, including losses sustained by reason of an inability to borrow any securities sold for your Account. You agree to promptly notify Truist Securities upon the occurrence of a Close-Out Event, but the failure to provide such notice shall not prejudice Truist Securities' right to determine that a Close-Out Event has occurred.

**5. Authorization regarding Safekeeping Account.** Truist Securities will not hold securities in the Fixed Income Account, and instead will deliver such securities as directed by you pursuant to your delivery instructions. To the extent you have a safekeeping account (“**Safekeeping Account**”) at Truist Bank, an affiliate of Truist Securities, you appoint Truist Securities as your agent for the purposes of providing instructions to Truist Bank with respect to your Safekeeping Account. In addition, you authorize Truist Securities to open or close your Safekeeping Account, to place and withdraw orders and to take such other actions to protect itself in the event you breach any of your obligations. You hereby authorize Truist Bank to rely on a copy of this agreement as authority for Truist Securities to make such transactions. Securities held in a Safekeeping Account at Truist Bank are not in a securities account which is covered by the Securities Investor Protection Corporation (SIPC).

**6. Investment Decisions; No Municipal Proceeds.** In connection with this Account, we provide no investment advice within the meaning 29 CFR 2510.3-21. By executing transactions through the Account you represent that you are not investing moneys or other property of a covered plan or IRA within the meaning of 29 CFR 2510.3-21 unless you inform Truist Securities otherwise in writing. We are not acting in any fiduciary capacity and you are solely responsible for all investment decisions for securities purchased and sold in the Account(s). Additional information regarding account types and important disclosures may be found at [www.truistsecurities.com/disclosures](http://www.truistsecurities.com/disclosures). Your obligations include an affirmative duty to monitor profits and losses on your investments, to stay informed about your Account(s) and investments, and to respond to changes and conditions as you deem appropriate. You understand and acknowledge and agree that it is your responsibility to determine the risk of each transaction entered in the Account and specifically agree to hold Truist Securities harmless for any such investment decisions and losses and from orders and instructions given to Truist Securities. We will not provide any legal, tax, or accounting advice in connection with your Account(s). You understand that any purchase of securities or other investment products involves the risk of loss, and we can neither assume responsibility for investment losses nor guarantee investment gains from any securities you may purchase. If you send us your written investment policy, we will read it, but you acknowledge and agree that compliance with the terms and conditions of your investment policy is solely your responsibility. You acknowledge and agree that Truist Securities shall have no responsibility to ensure compliance with the terms of your investment policy.

Truist Securities is not a registered “municipal advisor” within the meaning of SEC Rule 15Ba-1-1 through 15Ba1-8 (as amended, the “Municipal Advisor Rule”). Unless you otherwise notify Truist Securities at [TSI-COB-AcctOpen@truist.com](mailto:TSI-COB-AcctOpen@truist.com), you represent at all times under this Account Agreement that for the purposes of the Municipal Advisor Rule, none of the funds invested in or through the Account(s), or that you seek to invest in the Account(s), constitute (i) “proceeds of municipal securities” or (ii) “municipal escrow investments” (each as defined in the Municipal Advisor Rule). You acknowledge and agree that Truist Securities will rely on this representation and that one of your knowledgeable officials with access to the appropriate information, or that has direct knowledge of the source of the funds in the Account(s), has reviewed and approved this representation. If you notify us that you have retained an independent registered municipal advisor (“IRMA”) for purposes of the Municipal Advisor Rule, by accepting this Account Agreement you represent that, to the best of your knowledge, the personnel of the IRMA who will advise you have not been associated with Truist Securities, and the representative(s) of Truist Securities with whom you deal have not been associated with the IRMA, within the last two years.

**7. Commissions and Fees.** You agree to pay our commissions and fees as they apply to transactions you engage in and services you receive, as well as such other administrative charges and expenses as may be imposed from time to time. We reserve the right to change our commissions, fees and administrative charges and expenses from time to time without prior notice to

you. If we act as principal on transactions with you, we may charge you mark-ups or discounts on the securities purchased or sold. You understand and agree that these fees and administrative charges and expenses may be collected from your Account. If you do not pay any fee, administrative charge or expense by a date we specify, such fee, administrative charge or expense, as well as related expenses (including if applicable fees charged by our Clearing Firm), may, at our discretion and without notice to you, be collected from cash available in your Account (other than ERISA accounts). If sufficient cash is not available, we may, at our discretion and without notice to you, sell any or all assets in your Account and apply the sales proceeds to pay such fees and administrative charges and expenses. We shall have discretion to determine which securities and property are to be sold for this purpose. We will charge your Account if any check or other item you remit to us is returned unpaid or if you instruct us to debit your Truist Bank account to pay your obligations and your bank account does not contain sufficient funds to cover the transaction. For our protection, we may restrict your ability to withdraw funds represented by a check or other items or to apply those funds to settle a securities transaction.

**8. Order, Recommendations, Average Price Trades.** You agree that if the Account is managed on a discretionary basis by an investment adviser or other agent (an “Agent”), transactions may be commingled with those of other accounts traded by or managed by Agent, according to Agent’s instructions, for settlement as a single bulk trade with a designated custodian bank. If such a bulk trade is not settled by a custodian bank, Truist Securities may allocate or reallocate the transactions in accordance with Agent’s instructions. In addition, there may be circumstances in which Truist Securities does not obtain the same price or execution for all of your order or for the bunched order described above. In either event, you will receive an average price for these transactions unless Agent otherwise instructs. You agree that the Truist Securities confirmation price for such transactions will reference an average price execution and that details will be furnished upon request.

You acknowledge that, unless Truist Securities has expressly agreed otherwise, Truist Securities is acting in the capacity of your broker in connection with any transaction executed for or with your account and not as a financial adviser or a fiduciary, and no advice provided by Truist Securities has formed or shall form a primary basis for any investment decision by or on your behalf. Truist Securities may make available certain information about securities and investment strategies, including its own research reports and market commentaries as well as materials prepared by others. None of this information is personalized or in any way tailored to reflect your personal financial circumstances or investment objectives and the securities or investment strategies discussed might not be suitable for you. Therefore, you should not view the fact that Truist Securities is making this information available as a recommendation to you of any particular security or investment strategy. To the extent that your transactions differ from a specific recommendation made by Truist Securities, if any, to you with respect to the security, size, price and timing of a recommended transaction, or to the extent there have been variations in the facts relevant to the transaction, you agree that Truist Securities has no

responsibility for determining the suitability of these transactions to you.

**8. Rules, Regulations and Policies.** All transactions for your account are subject to our rules and policies, as modified from time to time, and to all applicable rules, regulations, requirements (including margin requirements), customs and usages of the Federal Reserve Board, the Securities and Exchange Commission, any exchange, market, clearing house and self-regulatory organization where trades are executed, and any association whose rules and regulations govern transactions in said market. In addition, your Account is also subject to all applicable federal and state laws, rules and regulations.

**9. Telephone Recording and Monitoring.** We may record any telephone conversation with you to monitor the quality of service you receive and to verify transaction-related information. **By placing orders and engaging in transactions over the telephone with us, you consent to any such recording and monitoring of conversations and further agree to notify or, to the extent require by law, obtain the consent of your personnel of such recording and monitoring.**

**9. Market Data.** We may provide you with pricing information obtained by or created by us or third parties on securities and the securities markets from time to time. Any such information is provided to you on an "as available" and "as is" basis, and we do not make any representation or warranty regarding the accuracy of any such information.

**10. Limitation on Liability.** We will not be liable for losses caused directly or indirectly by natural disasters, war, government restrictions, exchange or market rulings, interruptions in trading, interruptions in computer and/or communications services, or other conditions beyond our control. **Further, in acting hereunder, you acknowledge and agree that Truist Securities shall not be liable for any loss or other claim of injury with respect to your Account or investments except for its gross negligence or willful misconduct. IN NO EVENT SHALL TRUIST SECURITIES OR ANY OF TRUIST SECURITIES' REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS ACCOUNT AGREEMENT OR WITH RESPECT TO YOUR ACCOUNT(S) OR INVESTMENTS (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS PROFITS OR OPPORTUNITY) AND YOU HEREBY WAIVE ANY RIGHT TO CLAIM OR SEEK ANY SUCH DAMAGES.**

**11. Remarketing and Liquidity.** In connection with the remarketing of certain variable rate securities, Truist Securities may, as permitted by applicable law, bid for such securities to stabilize or maintain the liquidity of such securities to an extent which might not otherwise prevail in the open market. Truist Securities shall have no obligation to make any such bids and such bidding, if commenced, may be discontinued at any time. Truist Securities can offer no assurance that a secondary market will develop for any security, or if a secondary market does develop, that it will provide you with liquidity of investment or that it will continue for the life of such security.

**12. Agent Representation and Warranty.** If you are acting as an Agent on behalf of the beneficial owner of the Account, the entry of each order or agreement to a transaction with Truist Securities will constitute a representation and warranty that: (i) if requested, Agent will provide Truist Securities with such information as is necessary to enable Truist Securities to open an individual account for the benefit of such beneficial owner; (ii) Agent has examined any trust instruments, corporate authorizations, investment policies or other authorizing documentation and the person(s) who signed Agent's contract were themselves properly authorized by the institution in which they represent and Agent is duly authorized by the beneficial owner to effect the transaction which is the subject of the order or transaction and will provide to Truist Securities such evidence of such authority as Truist Securities may request; and (iii) based upon a review of such documents and other relevant information of Agent's client, including those subject to ERISA regulations, such order or transactions are suitable for such beneficial owner. Agent agrees to indemnify Truist Securities and hold Truist Securities harmless in the event for losses that result from: (a) Agent's misrepresentation, act or omission or alleged misrepresentation, act or omission, (b) Truist Securities following Agent's directions or failing to follow Agent's unlawful or unreasonable directions, or (c) a beneficial owner's claim against Truist Securities that any transaction its Agent entered upon the beneficial owner's behalf was not authorized or suitable.

**13. Security Interest.** Except as otherwise prohibited by law if you are a public entity, you hereby grant to Truist Securities a continuing security interest in, lien on, and right of set-off with respect to, all securities and other property now or hereafter held or carried by Truist Securities in your Account(s) (but excluding any ERISA governed Account), including any securities and other property in transit or held by others on behalf of Truist Securities, and in any deposit or Safekeeping Accounts or money market funds that you have designated for Truist Securities to debit and credit in connection with your Account(s), and all proceeds of the foregoing, as collateral security for the payment and performance of all your obligations to Truist Securities, now existing or hereafter arising, whether or not such obligations arise under this Account Agreement or any other agreement between us, together with all expenses of Truist Securities in connection therewith. If you fail to pay or perform any obligation, or if you are in default, Truist Securities shall have, in addition to the rights provided herein or by other applicable law, all the rights and remedies provided to a secured party under the Uniform Commercial Code as then in effect in the State of New York. In enforcing its security interest, lien or right of setoff, Truist Securities, in its sole discretion, may determine which securities and other property are to be bought or sold and the order in which they are to be sold and which contracts are to be closed.

**14. Termination.** You may terminate this Account Agreement at any time by providing notice to Truist Securities that you wish to close your Account(s). Truist Securities may terminate the Account Agreement at any time. If we suspend or discontinue the service relating to your Account, in whole or in any part, or determine to close your Account, this

Account Agreement may be terminated immediately by Truist Securities. All parties to the Account Agreement shall remain responsible after termination for any obligations or liabilities which were incurred before termination. When your Account is closed, Truist Securities will return to you, or follow your instructions for the transfer of, any securities and other property remaining in your Account and will no longer accept orders for transactions after the date of closing subject to your having satisfied all obligations and paid all indebtedness owing to Truist Securities. The provisions of this paragraph and paragraphs 4, 6, 10, 12, 13, 17, 18 and 19 will survive the termination of this Account Agreement.

**15. ERISA.** If part or all of your assets constitute the assets of an employee benefit plan subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the Internal Revenue Code of 1986 (the "Code") by reason of Section 3(42) of ERISA, you represent and warrant on each day during the life of this Account Agreement and any transactions entered into hereunder, both in its individual and fiduciary capacities that: (i) no transaction engaged in by you will constitute a non-exempt "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 of ERISA and you shall enter into any transaction hereunder solely on the basis of determining that you (and each employee benefit plan which constitutes your assets) will receive no less and pay no more than "adequate consideration" (within the meaning of Section 408(b)(17)(B) of ERISA); (ii) your investment manager will be eligible to act as a "qualified professional asset manager" within the meaning of Department of Labor Prohibited Transaction Class Exemption 84-14 with respect to you and each employee benefit plan the assets of which constitute your assets; (iii) your investment manager will at all times meet the requirements of Section 412 of ERISA; (iv) neither this Account Agreement nor any transaction entered into or contemplated hereunder will violate any applicable law, rule, regulation or constitutional provision applicable to you, and (v) Truist Securities has not provided nor will provide any advice that has constituted or will constitute a primary basis of any investment decision by or on behalf of you, and Truist Securities is not nor shall Truist Securities become a fiduciary with respect to you by reason of its services provided hereunder.

**16. Accurate Information and Credit Information Authorization.** You certify that the acceptance, delivery and performance by you of this Account Agreement and the transactions you enter in your Account are within your organizational powers and have been duly authorized by all necessary organizational action. You further certify that:

(a) You agree to notify us in writing if you or any of your affiliates are or become: affiliated with a broker-dealer, a U.S. stock exchange or the Financial Industry Regulatory Authority; or a control person or affiliate (as defined in Rule 144 under the Securities Act of 1933, as amended) of a U.S. publicly-traded company.

(b) We are authorized to contact any individual or firm and any other normal sources of credit information about you.

(c) You authorize anyone we contact for credit information to furnish the information to us as requested.

(d) Unless you give us written notice to the contrary, you authorize us and our affiliates to share with each other non-public or confidential information concerning you and/or your Accounts for marketing or other purposes from time to time.

**17. Non-Waiver; Change of Terms.** Truist Securities' failure to insist at any time upon strict compliance with this Account Agreement or with any of its terms shall not constitute a waiver by Truist Securities of any of its rights hereunder. Except as otherwise provided for herein, no provision of this Account Agreement shall in any respect be waived or modified except in writing. **TRUIST SECURITIES MAY ADD, DELETE OR AMEND THE TERMS, CONDITIONS AND OTHER PROVISIONS OF THIS ACCOUNT AGREEMENT FROM TIME TO TIME BY WRITTEN NOTICE TO YOU OR VIA AN ANNUAL MAILING OF ACCOUNT TERMS AND CONDITIONS AND DISCLOSURES.** The first transaction in your Account following notification of an amendment to this Account Agreement or such annual mailing will constitute your acceptance of the amendment as of the effective date set out in the notice. To the extent this Account Agreement is inconsistent with any other agreement governing your Account or any Confirmation of a transaction, this Account Agreement shall govern.

**18. Assignment; Governing Law; Waiver of Jury Trial.**

This Account Agreement is binding on you and your successors and assigns, and it will benefit you and your successors and assigns and us and our successors and assigns, if any. Truist Securities may assign its rights and obligations under this Account Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to you, or to any other entity. This Account Agreement will be governed by the laws of the State of New York, provided that, if you are a public entity, this Account Agreement shall be governed by the laws of the State in which you are located to the extent required by applicable law.

Except as otherwise prohibited by law if you are a public entity, any legal action arising from transactions under this Account Agreement shall be brought only in the local, state or federal courts located in Fulton County, Georgia, which shall have exclusive jurisdiction to adjudicate any such action. Except as otherwise prohibited by law if you are a public entity, **EACH OF YOU AND TRUIST SECURITIES IRREVOCABLY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF EITHER PARTY RELATED TO OR ARISING OUT OF THIS ACCOUNT AGREEMENT OR THE PERFORMANCE OF SERVICES HEREUNDER.**

**19. Severability.** If any provision in this Account Agreement should become inconsistent with any present or future law, rule or regulation, that provision will be deemed superseded or modified to conform to such law, rule or regulation and all other provisions in this Account Agreement shall continue and remain in effect. However, if any provision in this Account Agreement is held to be invalid or unenforceable and the previous sentence is likewise held to be invalid or unenforceable, the remainder of this Account Agreement shall not be affected, but shall remain in full force and effect.

**20. Statements; Electronic Delivery; Notices.** Truist Securities may send you Account Notices in either electronic or paper format. You consent to and agree to accept electronic delivery of Account Notices from Truist Securities to the extent available unless you have specifically requested such Account Notices be delivered to you in paper form. "Account Notices" mean all statements, trade Confirmations, notices, disclosures, regulatory communications, prospectuses, proxy solicitations and privacy notices, and other information, documents, data and records regarding your Account. Your consent to electronic delivery of Account Notices means that you accept electronic delivery in lieu of mailed paper notices, which may no longer be sent to you. Your consent will remain effective unless and until you revoke such consent. So long as Truist Securities sends communications to you electronically through its online customer portal (the "Portal") or otherwise at the physical or electronic address of record given by you on the date of application, or to any other address given to us by you, the communications are legally presumed to have been delivered, whether you actually received them or not. You agree to promptly notify Truist Securities of any change in the e-mail address provided for delivery of electronic account documents or if your access to e-mail communication or the Portal and the ability to receive Account Notices electronically is discontinued or terminated for any reason. The minimum system requirements to access and retain documents electronically are: an internet-enabled computer or telecommunications device with 128-bit encryption, sufficient storage capacity, and software that enables you to view files in the PDF format. You agree to maintain such minimum system requirements or notify Truist Securities promptly of your inability to view the Account Notices. In addition, you may also request, at no cost to you, a paper copy of any account document which has been delivered electronically by contacting your Truist Securities representative.

**21. Suspected Errors; Wire Instructions.** As an Account holder, you are responsible for monitoring your Account and the securities purchased in or through your Account. This includes making sure that all transactions are accurate and that you are receiving Confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about your Account and the securities purchased in or through your Account is accurate and contains nothing suspicious. Confirmations and account statements are deemed to be accurate and are final and legally binding, unless you specifically notify us otherwise promptly and in writing. In the absence of any such notification, Truist Securities shall understand that the relevant Confirmation or statement is correct. Confirmations of municipal securities transactions are issued in accordance with Rules G- 12 and G-15 of the Municipal Securities Rule Making Board. You should report promptly any inaccuracy or discrepancy in your account to Truist Securities or our Clearing Firm if applicable. In the absence of any such notification, Truist Securities shall understand that the relevant Confirmation or statement is correct.

With respect to wire transfers, Truist Securities shall deliver to you a Confirmation which will include the date and amount of any such wire transfer. You shall examine the Confirmation promptly upon receipt and promptly notify Truist Securities (and our Clearing Firm if applicable)

in writing of any errors. Failure to provide such notification shall relieve Truist Securities and Truist Bank of all liability for any transfer reflected on such Confirmation. Any instruction amending or canceling a wire transfer must be received by Truist Securities at a time and in a manner affording Truist Securities a reasonable opportunity to act before making the transfer. If you request that Truist Securities attempt to recover funds previously transferred, you may be required to deposit funds with Truist Securities or provide other payment assurances that are satisfactory to Truist Securities to cover the cost, expense, charges, and/or attorneys' fees incurred by Truist Securities in its recovery attempt. Truist Securities' attempt to recover funds shall not be an acceptance of responsibility for the completed transfer. Truist Securities does not guarantee the recovery of all or any part of a transfer. You hereby ensure the accuracy of any transfer instructions and acknowledge and agree that if the transfer instructions describe the beneficiary, beneficiary's bank, or intermediary bank by name and account number, payment might be made by the beneficiary's or intermediary bank based on the number even if the number identifies a person or bank other than the named beneficiary or bank.

**22. OFAC Compliance.** You acknowledge and are aware that Truist Securities has OFAC sanctions compliance obligations, and you will not permit your Account or any subaccounts to be used in a manner that would cause a violation of OFAC sanctions (for example, transferring funds to the government of Iran or any person or entity identified on the US Department of Treasury's Specially Designated Nationals list available at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

**23. Special Representation for U.K. Customers.** If you are an entity organized under U.K. law, you hereby represent to Truist Securities, as of the date hereof and as of each date on which you execute a trade in an Account, that you are an "authorised person" as defined by the rules and regulations of the Financial Services Authority.

**24. Non-U.S. Counterparties.** If you are incorporated or organized under the laws of a jurisdiction outside of the United States, then you represent to Truist Securities, as of the date of opening your Account and as of the date of each transaction, that (a) you or one of your affiliates actively approached Truist Securities to open an Account and enter into transactions with Truist Securities and you have made your own independent decision to select and approach Truist Securities and to open an Account and be bound by this Account Agreement based on your own judgment and upon advice from such advisers as you have deemed necessary; (b) you have not received or relied on any solicitation, cold calling, marketing or other promotional activities or any other act of publicity (whether by advertising, personal visits, web sites, e-mails, telephone calls, direct or indirect mail or otherwise) by Truist Securities or any of its affiliates prior to selecting and approaching Truist Securities to enter into transactions; and (c) you are aware that Truist Securities is not authorized and not in need of an authorization under the laws of your jurisdiction of organization and is not supervised by any regulatory authority in such non-U.S. jurisdiction.

**25. Options.** Subject to our approval, you may choose to

add options trading privileges to your Equity Brokerage Account. In such event, you acknowledge that you have received or have been given access to the "Characteristics and Risks of Standardized Options" by the Options Clearing Corporation ("OCC"), available in the publications section at [www.optionsclearing.com](http://www.optionsclearing.com). If you are granted options trading privileges, your options Account will be opened and maintained by our Clearing Firm or such other broker-dealer or clearing firm as you may designate. You are responsible for knowing the rights and terms of all options in your Account. You agree to be bound by the FINRA, OCC and exchange rules applicable to the trading of option contracts. Settlement on options cleared through the OCC is the business day after the trade date. You agree not to exceed the position and exercise limits imposed by the rules of the OCC. You are responsible for instructing Truist Securities as to your intention to exercise option contracts before the expiration date. Truist Securities and the Clearing Firm are authorized to take steps to protect their position and any obligation they have assumed at your request without notifying you.

**26. Electronic Signatures.** The parties agree that the words "execution," "execute," "signed," "signature," and words of like import in or related to this Account or Account Agreement or any other document to be signed in connection with this Account or Account Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the parties, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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## Disclosures

Truist Securities, Inc. (“Truist Securities”) is a wholly-owned subsidiary of Truist Financial Corporation (“TFC”), a financial holding company. Truist Securities is registered with the Securities and Exchange Commission (“SEC”) as a broker-dealer and is a member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”). Truist Securities may introduce certain customers and transactions (e.g., equity transactions) to its clearing firm, National Financial Services LLC or its successor.

While it is a subsidiary of TFC, Truist Securities is not a bank. It is separate from any affiliated bank and is solely responsible for its contractual obligations and commitments. Securities and non-deposit financial instruments sold, offered or recommended by Truist Securities are not bank deposits, are not insured by the Federal Deposit Insurance Corporation (“FDIC”) or any government agency and are not obligations of or endorsed by or guaranteed in any way by any bank, unless otherwise indicated. In addition to the disclosures below, further disclosure regarding Truist Securities can be found at the following link: <https://www.truistsecurities.com/disclosures>.

Investment products involve investment risk, including the possible loss of some or all of your principal. Returns and market values of your investments will vary, and when sold or redeemed they may be worth more or less than their original cost. Past performance of an investment product should not be considered an indication of future results.

From time to time, Truist Bank, an affiliate of Truist Securities, may be a lender to an issuer of securities for which Truist Securities serves as underwriter, dealer, market maker, placement agent or financial advisor, or for which it acts as a principal or agent. Customers should review the relevant prospectus or other disclosure documents pertaining to such securities for details. Truist Securities may be a principal or may be engaged in underwriting with respect to, or may purchase from an affiliate, securities for which brokerage and advisory services are provided. Truist Securities may from time to time act as agent for Truist Bank. Truist Bank may also provide custodial services for customer securities pursuant to written safekeeping agreements between each customer and Truist Bank.

TFC owns and operates additional broker-dealers registered with the SEC and that are members of FINRA and the SIPC. Each of these affiliated broker-dealers are operated separately from Truist Securities and their obligations, except as expressly agreed by Truist Securities, are separate from those of Truist Securities.

**IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT AT TRUIST SECURITIES, INC.:** To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify and record information that identifies each business or entity that opens an account or establishes a relationship. What this means for you: when you open an Account or establish a relationship, we will ask for your business name, a street address and a tax identification number, that Federal law requires us to obtain. We appreciate your cooperation.

**Mutual Funds.** There is no guarantee that any mutual fund will achieve its investment objectives. You understand that:

- money market funds are mutual funds and not bank deposits;
- investments in any money market funds (or other mutual funds) are neither insured nor guaranteed by the FDIC or any other government agency;
- there is no assurance that any money market mutual funds will be able to maintain a stable net asset value of \$1.00 per share; and
- investments in any money market funds (or any other mutual funds) involve investment risks that may cause the shares to fluctuate in value and may result in the possible loss of principal.

**Payment for Order Flow Disclosure.** The Securities and Exchange Commission (“SEC”) requires that all registered broker-dealers disclose their policies regarding their receipt of “payment for order flow.” The SEC defines payment for order flow as “any money payment, service property, or other benefit that results in remuneration, compensation, or consideration to a broker-dealer from any broker or dealer, national securities exchange, registered securities association, or exchange member in return for the routing of customer orders by such broker or dealer, national securities exchange, registered securities association, or exchange member for execution, including adjustments of a broker or dealer’s unfavorable trading errors; offers to participate as underwriters in public offerings; stock loans or shared interest accrued thereon; discounts, rebates or any other reduction of or credits against any fee to, or expense of other financial obligation of, the broker or dealer routing a customer order that exceeds that fee, expense or financial obligation.”

Truist Securities may pay from time to time for certain order flow in the form of discounts, rebates, reductions of fees, or credits. As a result of sending orders to certain trading centers and/or broker-dealers, Truist Securities receives payment for order flow in the form of monetary payments, discounts, rebates, reductions of fees, or credits. Under some circumstances, the amount of such remuneration may exceed the amount that Truist Securities is charged by such trading centers. This does not alter Truist Securities policy to route customer orders to the trading center where it believes clients will receive the best execution, taking into account, among other factors, price, transaction cost, volatility, market depth, quality of service, speed, and efficiency.

**Notice Concerning SEC Rule 606.** SEC Rule 606 of Regulation NMS requires that all broker-dealers that route orders for equity and options securities to other broker-dealers for execution, including certain payment for order flow or profit-sharing relationships between different broker-dealer, make available to the public quarterly reports that present a general overview



of their routine practices. The reports must identify the primary exchanges or markets to which “customer orders” were sent for execution during the applicable quarter. Truist Securities’ Rule 606 Quarterly Order Routing Report is available through our Web site at [www.truistsecurities.com/disclosures](http://www.truistsecurities.com/disclosures). A hard copy of this report is also available from your sales representative. Upon request, your sales representative will further disclose the exchange or market to which your individual orders were routed for execution, whether the orders were directed or non-directed, and the time of execution for the underlying transactions. This request can be made for orders that were placed up to six months prior to the date of your request.

**FINRA Rule 5320 Disclosure.** FINRA Rule 5320 generally prohibits a broker-dealer that accepts and holds an order in an equity security from its customer or a customer of another broker-dealer without immediately executing the order from trading that security on the same side of the market for its own account at a price that would satisfy the customer order, unless it immediately thereafter executes the customer order up to the size and at the same or better price at which it traded for its own account. When you place a “not held” order, which is generally a discretionary order, with us we may trade in the security for our own account, or for the account of another customer, prior to completion of your order and at the same or better price than you may receive. In addition, affiliated broker-dealers of Truist Securities, which operate under separate order management systems from Truist Securities, may trade in a security for their own account or for the account of other customers prior to completion of your order and at the same or better price than you may receive. With respect to the orders of an “institutional account”, or for orders of 10,000 shares or more with a value of at least \$100,000, Rule 5320 permits a broker-dealer to trade an equity security on the same side of the market for its own account at a price that would satisfy such customer order provided that the broker-dealer has provided clear and comprehensive written disclosure to such customer at account opening and annually thereafter that: (i) discloses that it may trade for its own account at prices that would satisfy the customer order; and (ii) provides the customer with a meaningful opportunity to opt in to the Rule 5320 protections with respect to all or any portion of the customer’s order.

Pursuant to Rule 5320 as described above, you may choose to withhold your consent and disallow Truist Securities or its affiliates from trading alongside your orders. **If you choose to withhold your consent, you must notify Truist Securities in writing.** Notification should be made to: Truist Securities, Inc., Attention: Compliance Dept., 3333 Peachtree Rd., N.E., 9th Floor, Atlanta, Georgia 30326.

**“Net” Trading Disclosure.** FINRA Rule 2124 requires Truist Securities to provide disclosures to, and obtain consent from, a customer prior to executing a transaction on a “net” basis. Pursuant to Rule 2124(e), a “net transaction” means “a principal transaction in which a market maker, after having received an order to buy (sell) an equity security, purchases (sells) the equity security at one price (from (to) another broker-dealer or another customer) and then sell to (buys from) the customer at a different price.” Truist Securities is a registered market maker in numerous NASDAQ-listed securities and due to such status may, on occasion, trade as principal with your orders and may execute your orders on a “net” basis as defined by Rule 2124. Truist Securities may incur a profit (or sustain a loss) in its proprietary account as a result of such transactions.

Provided you do not decline, it will be deemed by Truist Securities that approval has been given for Truist Securities to execute your orders on a net basis. **If you do not wish to have your orders executed on a net basis, please notify us at:** Truist Securities, Inc., Attention: Compliance Dept., 3333 Peachtree Rd., N.E., 9th Floor, Atlanta, Georgia 30326.

**Extended Hours Trading Risk Disclosures.** You should consider the following points before engaging in extended hours trading. “Extended hours trading” means trading outside of “regular trading hours.” “Regular trading hours” generally means the time between 9:30 a.m. and 4:00 p.m. Eastern Standard Time.

- **Risk of Lower Liquidity.** Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular trading hours. As a result, your order may only be partially executed, or not at all.
- **Risk of Higher Volatility.** Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular trading hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.
- **Risk of Changing Prices.** The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular trading hours, or upon the opening the next morning. As a result, you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.
- **Risk of Unlinked Markets.** Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.
- **Risk of News Announcements.** Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading

hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

- *Risk of Wider Spreads.* The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

For additional information, please refer to FINRA Rule 2265 and FINRA Notice to Members 00-07.

**Erroneous Transaction Disclosure.** Should the SEC, a self-regulatory organization, or other applicable regulatory body determine that an executed trade is clearly erroneous or must otherwise be cancelled, Truist Securities will be required to cancel the trade and will not be able to honor the executed price or any other terms associated with the trade.

**FINRA Public Disclosure Program.** FINRA Rule 2267 requires that we notify you, in writing, about the availability of an investor brochure that includes information describing the FINRA public disclosure program, BrokerCheck. To obtain a brochure or more information about BrokerCheck, please call the FINRA BrokerCheck Hotline at (800) 289-9999. To get information on a firm or broker, go to [www.finra.org](http://www.finra.org), click on FINRA BrokerCheck, and follow the instructions.

**Complaints.** Please direct all complaints to the Truist Securities, Inc. Compliance Department. The Department can be reached at (404) 926-5600 or 3333 Peachtree Rd., N.E. 9th Floor, Atlanta, Georgia 30326.

**SIPC Protection.** Securities held in your Accounts are protected in accordance with the Securities Investor Protection Corporation (“SIPC”) up to \$500,000. The \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC’s Board of Directors. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. Securities held for your account by other financial institutions (including banks) which are not broker-dealers are not covered by SIPC and are not insured by the Federal Deposit Insurance Corporation (FDIC) or any government agency, unless otherwise indicated. Securities held for your account in a Safekeeping Account at Truist Bank, an affiliate of Truist Securities, are not covered by SIPC. For more details on SIPC, or to request a SIPC brochure, visit [www.sipc.org](http://www.sipc.org) or call 1-202- 371-8300.

**Rule 13H Large Trader Identification.** If you are a Large Trader in NMS securities as defined under SEC Rule 13H, you are required to provide Truist Securities with your Large Trader Identification Number (LTID) and identify all accounts held at Truist Securities to which the LTID applies.

**Business Continuity Plan Disclosure.** Truist Securities has a comprehensive Business Continuity Plan that is designed to mitigate business disruption in varying degrees of severity. The firm maintains a remote recovery location to facilitate the continuation of business should a disruption occur. The firm’s intent is to continue business should a localized event take place. A remote facility, which is within reasonable proximity to our main locations but remote enough to be on a different utility infrastructure, will be up and running within twenty-four hours of a disaster being declared.

*Redundant data facilities.* Currently, some critical applications that support the core businesses of the firm are backed up frequently throughout the business day. Additionally, each night all of the data is backed up to electronic storage media and housed at an off-site secured location. Should a disruption occur intraday, it is estimated that some portion of that day’s activity would need to be reconstructed.

*Dispersion of personnel.* Truist Securities has personnel in several areas of the country. Should a disruption occur that would impede the operations of any remote office, the personnel in the headquarters facilities would assume functionality for that location. Should a disruption occur at one of the headquarters offices, personnel would be relocated to our designated recovery facility.

The plan is designed to restore business operations within twenty-four hours should a disruption occur at a business district level or at a city-wide level, depending on the extent of that disruption. Should a major disruption occur that would have a devastating effect on regional infrastructure, the firm will first ascertain the estimated duration of the disruption and then determine how to proceed. If the disruption is of such magnitude that the regional infrastructure will be disabled for an undetermined period of time, the firm will evaluate the alternatives available through our major business constituents (businesses with which we have an ongoing commercial relationship in support of our operating activities) and remote facilities to provide our clients the quickest service possible. The firm will draw on all available resources within the Truist Financial Corporation resource pool to serve our clients via the most immediate means. The status of the firm’s operations and course of action will be updated on our web site.

A summary of the referenced Business Continuity Plan is available upon request.

**MSRB Rule G-10 Disclosure.** Truist Securities is registered with the U.S. Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). As such, Truist Securities is subject to the regulations and rules on municipal securities activities

established by the SEC and MSRB. The website for the MSRB is [www.msrb.org](http://www.msrb.org). The website contains educational materials and an Investor Brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint against Truist Securities and/or an Truist Securities representative.

**Privacy Policy.** TFC understands that financial information protection is important to you. With TFC's Privacy Policy, you can be assured that we use information responsibly to provide you with the services you request, and to make doing business with TFC easier and more convenient. Our privacy policy is available at <https://www.truist.com/privacy>. To learn more about TFC privacy practices call 800.786.8787.

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