

Snowden Account Services LLC New Account Agreement

1. Your Account

You have opened an account with Snowden Account Services LLC¹ ("Snowden"), an introducing broker-dealer that carries its accounts on a fully disclosed basis through Pershing LLC² ("Pershing"), pursuant to a written clearing agreement. This account agreement covers current and future accounts that you agree to open with your Financial Advisor. When applicable you may receive additional documentation to complete from your Financial Advisor depending on the nature of the services you choose to have provided. In most cases you will not have to sign additional forms or keep track of repetitive documents. We will update our records with the information relevant to any new service when applicable.

Snowden is independent of Pershing and has retained Pershing to provide certain record keeping and operational services, which may include execution and settlement of securities transactions, custody of securities and cash balances, and extension of credit on margin transactions. These services are provided under a written clearing agreement between Pershing and Snowden. It is important that you understand the responsibilities of Snowden and Pershing under the Clearing Agreement as set forth in the Pershing Disclosure Statement that you will receive upon opening of your account. You authorize Snowden to provide your information to third parties for the purpose of servicing the account. Snowden shall not sell any Client Information, use Client Information for its own marketing purposes, or disclose Client Information to any third party for marketing purposes.

2. Provisions in the Event of Failure to Pay or Deliver

Whenever you do not, on or before the settlement date, pay in full for any security purchased for your account, or deliver any security sold for such account, Snowden is authorized (subject to the provisions of any applicable statute, rule, or regulation):

(a) Until payment or delivery is made in full, to pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which you or your clearing agent may hold for you (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in your possession and control for delivery a like amount of similar securities.

(b) To sell any or all securities which you or your clearing agent may hold for you (either individually or jointly with others), to buy in any or all securities required to make delivery for your account, or to cancel any or all outstanding orders or commitments for your account.

3. Cancellation Provisions

Snowden is authorized, in its discretion, should you die or should we for any reason whatever deem it necessary for your protection, without notice, to cancel any outstanding orders in order to close out your accounts, in whole or in part, or to close out any of the commitments made on your behalf.

4. General Provisions

Any sale, purchase, or cancellation authorized hereby may be made according to Snowden's judgement and at Snowden's discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same and without any notice, prior to tender, demand, or call. You may purchase the whole or any part of such securities free from any right of redemption, and you shall remain liable for any deficiency. It is further understood that any notice, prior to tender, demand, or call, from you shall not be considered a waiver of any provision of this agreement. You shall include any person executing this agreement. With your signature on this document, you authorize any free credit balance in your account to be automatically invested into the sweep product elected, unless you instruct your financial organization differently, in writing. Snowden and Pershing are further authorized to rely on instructions that you give to your financial organization regarding your sweep elections. You agree, that your sweep option may be changed, including changes between money market funds and bank deposit products, with prior notification to you. You, if an individual, represent that you are of full age.

5. Successors and Assigns

This agreement and its provisions shall be continuous, and shall inure to the benefit of Snowden's present organization, and any successor organization or assigns, and shall be binding upon you and/or the estate, executors, administrators, and assigns of your account.

6. Interest in Account

No one except you has an interest in any of your accounts with Snowden unless such interest is revealed in the title of such account, and in any case, you have the interest indicated in such title.

7. Orders and Statements

Reports of the execution of orders and statements of your account shall be conclusive if not objected to in writing, the former within two days and the latter within ten days, after forwarding to you by mail or otherwise.

¹ Snowden Account Services LLC is an SEC registered broker-dealer and member of FINRA and SIPC.

² Pershing LLC, member FINRA, NYSE, SIPC, is a wholly owned subsidiary of The Bank of New York Mellon Corporation (BNY Mellon).

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8. Extraordinary Events

Snowden shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange, or market rulings, or other conditions beyond Snowden's control.

9. Fees and Charges

You agree to the fees and charges on the fee schedule received by you. Snowden may change the fee schedule from time to time.

10. Joint Accounts

If this is a joint account, unless you notify Snowden otherwise and provide such documentation, as Snowden requires, the brokerage account(s) shall be held by you jointly with rights of survivorship (payable to either or the survivor). Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. Snowden shall be fully protected in acting, but shall not be required to act upon the instructions of either of you. Each of you shall be liable, jointly and individually, for any amounts due to Snowden pursuant to this Agreement, whether incurred by either or both of you.

11. Customer Identification Program (CIP)

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. In opening an account with Snowden this means that in addition to information about the entity, we will also ask for identifying information about individuals associated with the account. Such information will include the name, address, tax status and other information that will allow appropriate identification to be made. We may also ask to see driver's license or other identifying material as part of the verification process.

12. Pre-Dispute Arbitration Clause

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

(a) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

(e) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

(f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

(g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

You agree to arbitrate any controversy between you and Snowden or any of its officers, directors, employees, agents or affiliates arising out of or relating in any way to this Agreement, including but not limited to the performance, construction or breach of this Agreement or any other written agreement between you and Snowden. Such arbitration shall be conducted under the auspices and pursuant to the rules of FINRA, as then in effect.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

13. Amendment and Modification of Agreement

You agree that Snowden or its successors or assigns may unilaterally, at any time, change or modify the terms and conditions of this New Account Agreement by sending you notice of the change as required by law or regulation.

Your signature acknowledges receipt hereof and constitutes your acceptance of and agreement to these terms and conditions