

ACCOUNT PACKET

SWM/SWM II ACCOUNT AGREEMENT

In consideration of LPL Financial LLC (LPL) agreeing to open a SWM/SWM II investment account (Account) for you, you hereby understand, acknowledge and agree:

ROLE OF ADVISOR

1. TRADING AND DISBURSEMENT AUTHORIZATION

You have entered into an investment advisory agreement with the investment advisor (Advisor) named in Section V of the Account Application, pursuant to which you have granted Advisor trading authority with respect to your Account. You acknowledge that you (and not LPL) are solely responsible for selecting Advisor and for the authority you grant to Advisor. You have authorized Advisor to be your agent and attorney-in-fact with respect to the Account. You authorize LPL to accept from Advisor trading instructions and other instructions related to your Account, including the disbursement of assets to you. Trading instructions include but are not limited to instructions with respect to buying, selling, assigning, transferring, and trading in securities and commodities and/or contracts relating to the same on margin or otherwise, and stock option transactions, as well as with respect to all other things necessary or incidental to the furtherance of such instructions. You authorize LPL to accept from Advisor instructions relating to the reinvestment of dividends and capital gain distributions in the Account. You authorize LPL to disburse assets from Account for investment purposes and to you at the direction of Advisor.

LPL may rely on Advisor's instructions without any direction from you. You hereby ratify and confirm any and all transactions with LPL made by Advisor or for your Account. You agree that LPL will not be liable for any loss, liability, cost or expense for acting upon instructions from Advisor and agree to indemnify and hold LPL harmless from any such loss, liability, cost or expense.

2. ADVISOR FEE PAYMENT AUTHORIZATION

You hereby authorize LPL to debit Advisor's fees directly from the Account and pay such amounts to Advisor. You further authorize LPL to accept instructions from Advisor regarding adjustments to the Advisor's fees in circumstances such as a fee waiver or credit or a reduction in fee. Adjustments to increase the fee set out in the Account Application may be made only at your instruction. You understand that LPL will not verify that the fees are consistent with those set out in the agreement between you and Advisor. You will see the amounts deducted from the Account on statements and will verify them based on the fee rates you negotiated with Advisor. It is agreed by you that the fee will be payable, first, from free credit balances, if any, in the Account, and second from the liquidation or withdrawal (which you hereby authorize) by LPL of your shares of any money market fund balances in any money market account, or balances in any insured deposit account, if applicable. LPL will deduct Advisor's fee quarterly in advance; however, for the initial fee deduction, LPL will deduct the Advisor's fee at the beginning of the quarter following the establishment of the Account and will include a prorated fee for the initial quarter in addition to the quarterly Advisor fee for the upcoming quarter. Subsequent fee deductions will be made at the beginning of each quarter based on the value of the Account assets as of the close of business on the last business day of the preceding quarter. Additional deposits and withdrawals will be added or subtracted from the assets, which may lead to an adjustment of the Advisor's fee. If LPL is notified by Client or Advisor that Advisor and Client have terminated their advisory relationship, LPL will process a prorated refund of Advisor's fees that were pre-paid based upon the number of days remaining in the quarter after the notice of termination to LPL. Certain accounts may establish procedures to pay the Advisor's fee directly rather than through a debit to the Account. Any different method of billing fees may result in the imposition of additional charges to cover the administrative costs of billing. You acknowledge that LPL does not set the fee of Advisor applicable to the Account.

3. PROXIES/CORPORATE ACTIONS

If you have indicated in Section V of the Application or otherwise so instructed LPL that you designate Advisor to vote proxies and take corporate actions on your behalf and receive proxy voting materials and materials related to corporate actions, you authorize LPL to accept instructions from Advisor as to the voting of proxies and the taking of corporate actions.



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4. PROSPECTUSES AND REPORTS

You designate Advisor to receive prospectuses, shareholder reports and other statements instead of you. You retain the right to rescind this designation by notifying LPL in writing.

5. ACCOUNT INFORMATION

You authorize LPL to send information to Advisor (in addition to you) regarding your Account, including trade confirmations and account statements.

6. REVOCATION OF AUTHORIZATIONS

You agree to notify LPL in writing regarding any changes to or the revocation of any authorizations granted in this agreement. Any changes to or the revocation of authorizations will be effective upon receipt of notice by LPL. LPL shall follow instructions of Advisor until LPL is informed that the authorization has been revoked.

ROLE OF LPL

1. NO INVESTMENT ADVICE

LPL is providing brokerage, custodial and administrative services to your Account. LPL is not an investment advisor to you and has no authority or responsibility for investment decisions made for the Account. LPL and Advisor are not affiliated. However, in the case of certain Advisors, associated persons of Advisor may be broker-dealer registered representatives of LPL. Although LPL may be required by regulatory authority to oversee certain activities of such broker-dealer representatives, LPL has no responsibility to monitor or review the performance of your Account. You understand that if an associated person of Advisor is a broker-dealer registered representative of LPL, that person is not acting in a brokerage capacity or on behalf of LPL in any way with respect to the Account. This is the case without regard to any previous relationship you may have had with that associated person. You acknowledge that LPL does not provide you with any investment, legal, tax or accounting advice, that LPL's employees are not authorized to give any such advice and that you will not solicit or rely upon any such advice from LPL or its employees whether in connection with transactions in or for your Account or otherwise. In making investment, legal, tax or accounting decisions with respect to transactions in or for your Account or any other matter, you will consult with and rely upon your own advisors and not LPL, and LPL shall have no liability therefore.

2. TRANSACTION CHARGES

If your Account is a SWM account, you will bear transaction charges for purchases, sales and exchanges in Account, including for mutual funds, equities, fixed income securities and options. (For SWM II accounts, the transaction costs are borne by the Advisor and are transaction based or asset based. Clients should discuss the differences between SWM and SWM II accounts with Advisor.) You authorize LPL to deduct from your Account the transaction charges and other fees applicable to your Account. The transaction charges are paid to LPL to defray costs associated with trade execution; however, they are not directly related to transaction-related expenses of LPL and are a source of revenue to LPL. The transaction charges vary depending on the type of security being purchased or sold (e.g., currently \$9 for equities, \$35 for unit investment trusts). In the case of mutual funds, the transaction charges vary depending on whether LPL retains compensation from the mutual fund for services it provides to the fund, such as recordkeeping fees and asset-based service fees or sales charges. LPL uses that compensation from mutual funds to reduce its trading costs, and therefore, assesses a lower transaction charge to clients. Mutual fund transaction charges are currently either \$0 or \$26.50. LPL does not charge a transaction charge for fixed income securities (e.g., bonds or structured products); however, LPL acts as principal on fixed income security transactions and receives a mark-up/down on the transaction.

The standard transaction charges applicable to a SWM account will be notified to you in connection with your Account opening. These charges are subject to change at the discretion of LPL. You will be notified of any changes, including through information provided with your periodic statements.



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You understand that LPL and Advisor may agree to transaction charges for all or certain clients of Advisor or certain associated person of Advisor that are different (and may be less) than the standard transaction charges based on the nature and scope of the business Advisor or a particular associated person of Advisor does with LPL currently and the expected future business. Therefore, the transaction charges for your Account may be more than or less than those applicable to other clients of Advisor or clients of other Advisors. LPL may change the amount of the transaction charges if the nature or scope of your Advisor's business changes or does not reach certain levels. In this case, the transaction charges you pay would revert to LPL's standard transaction charges.

3. BROKERAGE SERVICES

You authorize securities transactions in your Account to be effected through LPL. LPL may receive and retain compensation for effecting transactions on behalf of Account. In connection with sales or purchases of a security in the Account, LPL may act as principal for its own account or as agent for another person. LPL may aggregate purchases, sales and exchanges of securities beneficially owned by you with purchases, sales and exchanges of securities beneficially owned by other persons. Payment for the purchase of securities in Account should be made payable to LPL Financial LLC.

4. OTHER SERVICES TO ADVISOR

You understand that LPL provides Advisor with services and benefits to help Advisor conduct its advisory business and to service you. LPL provides services on behalf of Advisor with respect to your account, for example, for fee billing and/or performance reporting. LPL may or may not charge Advisor a separate administrative fee for such services, depending on the nature and scope of the business of Advisor (or a particular associated person of Advisor) with LPL. LPL also provides Advisor and its associated persons services and benefits that are separate from the administrative, custodial and brokerage services provided by LPL to you and Advisor under this agreement and may include the following types of services.

LPL may provide services, such as research and business consulting services, to Advisor. You understand that any research materials produced by LPL are intended only to be used by Advisor and not by you. Even if such research is used by Advisor to generate investment advice for your Account, you acknowledge that Advisor (and not LPL) is responsible for the investment advice.

LPL may pay for or provide Advisor with technology solutions and operational support to streamline Advisor's business operation. This may include the use of LPL systems to facilitate business processing and access to client data. This may also include assisting Advisor in transitioning business to LPL and in completing forms necessary to permit clients in establishing accounts at LPL.

To the extent that associated persons of Advisor are brokerage registered representatives of LPL, LPL provides bonuses, awards and other items of value to such individuals in connection with their brokerage association with LPL, for example, bonus payments based on brokerage production, awards of shares of LPL's parent company, LPL Financial Holdings Inc., and attendance at LPL conferences and events.

LPL may provide reimbursement for administrative and marketing related expenses such as business cards, letterhead, brochures, website design services, seminars and other client events. LPL may also offer loans to Advisor to assist Advisor with transitioning its business onto the LPL custodial platform. In some cases, LPL may forgive all or a portion of the loan if Advisor maintains certain asset levels at LPL.

The services Advisor receives from LPL may be based on the nature and scope of the business Advisor does with LPL and may be offered to Advisor at no fee or at a discounted fee. As a result, Advisor may have a financial incentive to recommend that you establish an account with LPL.

INVESTMENT RISK DISCLOSURE

1. You understand that investing in securities involves risks and that many variables, including, but not limited to market and economic fluctuations, may have a substantial negative effect on the value of your securities positions. Furthermore, you



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represent to LPL that you are willing to assume these risks and that you are in fact financially able to bear these risks. You agree to notify Advisor and LPL in writing should your financial condition materially change, or should your investment objective change from the one shown on the Account Application.

2. You agree to obtain from your Advisor current offering documents which fully describe each investment, including potential risks and costs, prior to purchasing an interest in a partnership, mutual fund, variable product, unit investment trust or any new issue.
3. It is usually not advisable to be induced by a pending dividend to purchase or sell securities.

OPERATION OF YOUR CASH ACCOUNT/TERMS

1. APPLICABLE RULES & REGULATIONS

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

2. LIEN

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

3. FAILURE TO PAY

If upon the purchase or sale of securities by LPL at the direction of you or your Advisor, you fail to pay for or deliver monies or securities, you authorize LPL to take those steps necessary to pay for/deliver such monies or securities. You further agree to reimburse LPL for any loss it may sustain on your behalf, including reasonable costs of collection of any debit balance and any unpaid deficiency in your Account including attorneys' fees.

4. INTEREST ON DEBIT BALANCES

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

5. AUTOMATIC CASH SWEEP PROGRAM

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

The applicable sweep program will be implemented upon acceptance of your completed account paperwork at LPL's home office, which generally will occur within 15 business days, but can take longer in certain circumstances, of you providing the



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paperwork to your Representative. Pending our acceptance, cash balances not otherwise invested at your direction will be held in your account as a free credit balance, as discussed more fully below.

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

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

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

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

The ability of the ICA program to sweep your uninvested cash into Bank deposit accounts depends, however, on the capacity of the Banks to accept new deposits. If one or more of the Banks at which you do not already have deposits decline to accept your uninvested cash, your cash that cannot be fully deposited into the Banks will be automatically invested into the J.P. Morgan Prime Money Market Fund – Service Shares just as it will be when your available cash exceeds the maximum level of available deposit insurance (currently \$1.5 million for individual accounts and \$3 million for joint accounts). In the event of insufficient capacity, LPL will seek to make deposits under the ICA program such that at least some of your cash will be deposited in a Deposit Account consistent with the priority bank list. When Bank capacity is restored under the ICA program, your funds that are invested in J.P. Morgan Prime Money Market Fund will be automatically moved from the J.P. Morgan Prime Money Market Fund, and LPL, as agent, will deposit those funds into Deposit Accounts with the available Bank(s), subject to the maximum amount of FDIC insurance.

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

Fees. LPL receives a fee equal to a percentage of the average daily deposit balance in the ICA. The fee paid to LPL may be at an annual rate of up to an average of 200 basis points as applied across all ICA deposit accounts taken in the aggregate.



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

More Information. For more specific information about the terms and conditions of the ICA program, please see the ICA Disclosure Booklet available from your Advisor or on www.lpl.com.

Money Market Mutual Fund Sweep Program General Terms and Conditions

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

No FDIC Insurance. Investments in money market mutual funds are not guaranteed or insured by the FDIC or any other government agency. Although money market mutual funds seek to preserve a net asset value of \$1.00 per share, there is no guarantee that this will occur. LPL is a member of SIPC. For accounts held at LPL, SIPC provides account protection up to a maximum of \$500,000 per client, of which \$250,000 may be claims for cash. This account protection applies when a SIPC member firm fails financially and is unable to meet obligations to securities customers, but it does not protect against losses from the rise and fall in the market value of investments. More information on SIPC, including obtaining a SIPC Brochure, may be obtained by calling SIPC directly at (202) 371-8300 or by visiting www.sipc.org.

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

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

Changes to Sweep Programs

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

Alternatives to Sweep Programs

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

Free Credit Balances

Your selection of a sweep program above will not be effected until your account paperwork has been accepted by LPL as being in good order. Until such time, available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) will not be automatically swept and will be held as a free credit balance. A free credit balance is a liability



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of LPL and payable to the account on demand. Interest will not be paid to the account on free credit balances. Unless we hear from you to the contrary, it is our understanding that any free credit balances held in your account are pending investment.

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

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

Further Information

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

6. ACCOUNT CREDITS

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

7. DELIVERY OUT OF SECURITIES

If your periodic customer statement indicated that securities were forwarded to you and you have not received them, you should notify LPL immediately. If notification is received within 120 days after the mailing date, as reflected on your periodic statement, replacement will be made free of charge. Thereafter, a fee for replacement may apply.

8. CALLABLE SECURITIES

Securities which are held for your Account and which are in "street name," or are being held by a securities depository, are commingled with the same securities being held for other customers of LPL. Your ownership of these securities is reflected in LPL's records. You have the right at any time to require delivery to you of any such securities which are fully paid for or are in excess of margin requirements. The terms of many bonds allow the issuer to partially redeem or "call" the issue prior to maturity date. Certain preferred stocks are also subject to being called by the issuer. Whenever any such security being held by LPL is partially "called," LPL will determine, through a random selection procedure as prescribed by the Depository Trust Company, the ownership of the securities to be submitted for redemption without regard to unsettled sales. In the event that such securities owned by you are selected, your account will be credited with the proceeds. Should you not wish to be subject to this random selection process, you must instruct your Advisor to have LPL deliver your securities to you. Delivery will be effected provided, of course, that your position is unencumbered or had not already been called by the issuer as described prior to receipt by LPL of your instructions. Note that if you take delivery of the securities they are still subject to call by the issuer. The probability of one of your securities being called is the same whether they are held by you or by LPL for you. Please refer to the LPL.com Disclosure webpage for information regarding LPL's callable securities allocation process.

9. PERMISSION TO IMPOSE FEES

In connection with servicing your Account, you will be charged certain incidental miscellaneous fees and charges. These fees are set out in the Miscellaneous Fee Schedule that is provided to you when you open your Account. These fees include retirement account fees and termination fees, including, for example, an annual individual retirement account (IRA) maintenance fee of \$40,



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and an account termination fee of \$125 for processing a full account transfer to another financial institution. LPL makes available a list of these fees on its website at www.lpl.com. If you do not have access to the website, please contact your Advisor or LPL Client Services at (800) 558-7567. A copy of the Miscellaneous Fee Schedule will be provided to you upon your written request. These fees are not directly based on the costs of the transaction or service by LPL, may include a profit to LPL, and certain of the fees may be lowered or waived for certain customers. These fees are subject to change at the discretion of LPL. You will be notified of these charges and any changes through information provided with your periodic statements.

10. COST BASIS

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

11. PAYMENT FOR ORDER FLOW

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

12. CONFLICTS OF INTEREST

LPL is a broker-dealer and custodian to your account and not an investment advisor to your account. LPL's interests may not always be the same as yours. Please ask us questions to make sure you understand your rights and our obligations to you, including the extent of our obligations to disclose conflicts of interest and to act in your best interest. We are paid both by you and, sometimes, by people who compensate us based on what you buy. For example, LPL may receive from third parties mutual fund 12b-1 fees, sub-transfer agent and administrative fees, shareholder servicing fees, and marketing support fees. For more information regarding the entities that make these payments and a description of the services provided, please visit our website at www.lpl.com, click on Disclosure and then Legal Disclosures or contact LPL Client Services at (800) 558-7567. This information will be sent to you upon your written request.

13. DIRECTIONS OF ORDERS

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

14. SIPC INSURANCE

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

15. REPRESENTATIONS AS TO CAPACITY TO ENTER INTO AGREEMENT

If you are an individual, you represent that you are of legal age, that unless otherwise disclosed to LPL in writing, you are not an employee of any securities exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member firm or member corporation registered on any exchange or of a bank, trust company, insurance company, or of any corporations, firm or individual engaged in the business of dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. You further represent that no one except you has an interest in your Account with LPL.



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16. EXTRAORDINARY EVENTS

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

17. GOVERNING LAW

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

18. ACCOUNT HANDLING

You acknowledge that LPL reserves the right in its sole discretion to refuse or restrict your orders and that LPL may close your Account by giving you written notice.

OPERATION OF YOUR MARGIN ACCOUNT/TERMS

1. MARGIN

Purchase of securities on credit, commonly known as margin purchases, enable you to increase the buying power of its equity and thus increase the potential for profit -- or loss. This presents an additional element of risk for the Account. A portion of the purchase price is deposited when buying securities on margin and LPL extends credit for the remainder. This loan appears as a debit balance on your monthly statement of account. LPL charges interest on the debit balance and requires margin clients to maintain securities, cash, or other property to secure repayment of funds advanced and interest due.

Interest will be charged for any credit extended to you for the purpose of buying, trading or carrying any securities, for any cash withdrawals made against the collateral of securities, or for any other extension of credit. When funds are paid in advance of settlement on the sale of securities, interest will be charged on such amount from date of payment until settlement date. In the event that any other charge is made to the account for any reason, interest may be charged on the resulting debit balances.

2. DEPOSIT OF COLLATERAL, LIEN ON ACCOUNTS AND LIQUIDATION

In the event that additional collateral is requested, you may deposit cash or acceptable securities into your margin account. If satisfactory collateral is not promptly deposited after a request is made, LPL may, at its discretion, liquidate securities held in any of your accounts. In this connection, pursuant to this agreement, LPL retains a security interest in all securities and other property held in the accounts, including securities held for safekeeping, so long as any credit extended remains outstanding. Notwithstanding any other provision in this agreement to the contrary, any lien or security interest arising out of fees, charges or other obligations owed to LPL by an account of a Plan shall be limited to and enforceable against only the assets of such Plan account and any lien or security interest arising out of fees, charges or other obligations owed to LPL by a non-Plan account shall not extend to or be enforceable against the assets of any Plan account.

3. LIQUIDATION

If, in LPL's discretion, LPL considers it necessary for its protection to require additional collateral or in the event that a petition in bankruptcy, or for appointment of a receiver is filed by or against you, or an attachment is levied against your accounts, or in the event of your death, LPL shall have the right to sell any or all securities, commodities and other property in your accounts with LPL, whether carried individually or jointly with others, to buy any or all securities, commodities and other property which may be short in such accounts, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase or other notice or advertisement. Any such sales or purchases may be made at LPL's discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and LPL may be the purchasers for LPL's own account. It is understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of LPL's right to sell or buy without demand or notice.



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4. PAYMENT OF INDEBTEDNESS UPON DEMAND AND LIABILITY FOR COSTS OF COLLECTION

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

5. PLEDGE OF SECURITIES

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

6. MARGIN REQUIREMENTS, CREDIT CHARGES AND CREDIT INVESTIGATION

You will at all times maintain such securities, commodities and other property in your accounts for margin purposes as LPL shall require from time to time and the monthly debit balances or adjusted balances in your accounts shall be charged, in accordance with LPL's practice, with interest at a rate permitted by the laws of the Commonwealth of Massachusetts. It is understood that the interest charge made to your Account at the close of a charge period will be added to the opening balance for the next charge period unless paid.

7. INTEREST RATE

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

8. INTEREST PERIOD

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

9. METHOD OF INTEREST COMPUTATION

At the close of each Interest Period during which credit was extended to you, an interest charge is computed by multiplying the average daily debit balance by the applicable schedule rate and by the number of days during which a debit balance was outstanding and then dividing by 360. If there has been a change in the LPL Base Lending Rate, separate computations will be made with respect to each rate of charge for the appropriate number of days at each rate during the Interest Period. The interest charge for credit extended to your account at the close of the Interest Period is added to the opening debit balance for the next Interest Period unless paid. With the exception of credit balances in your short account, all other credit and debit balances in each portion of your account will be combined daily and interest will be charged on the resulting average daily net debit balances for the interest period. If there is a debit in the cash account (type 1) and there is a margin account (type 2), interest will be calculated on the combined debit balance and charged to the margin account. Any credit balance in the short account is disregarded because such credit collateralizes the stock borrowed for delivery against the short sale. Such credit is disregarded even if you should be long the same position in your margin account (i.e., short against the box). If the security that you sold short (or sold against the box) appreciates in market price over the selling price, interest will be charged on the appreciation in value. Correspondingly, if the security that you sold short depreciates in market price, the interest charged will



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be reduced since your average debit balance will decline. This practice is known as "marking-to-market". The daily closing price is used to determine any appreciation or depreciation of the security sold short. If your account is short shares of stock on the record date of a dividend or other distribution, however such short position occurs, your account will be charged the amount of dividend or other distribution on the following Business Day.

10. GENERAL MARGIN POLICIES

The amount of credit that may be extended by LPL and the terms of such extension are governed by rules of the Federal Reserve Board and the Financial Industry Regulatory Authority. Within the guidelines of these rules and subject to adjustment required by changes in such rules and our business judgment, LPL establishes certain policies with respect to margin accounts. If the market value of securities in a margin account declines, LPL may require the deposit of additional collateral. Margin account equity is the current market value of securities and cash deposited as security less the amount owed LPL for credit extended at its discretion. It is LPL's general policy to require margin account holders to maintain equity in its margin accounts of the greater of 30% of the current market value or \$3.00 per share for common stock purchased on margin. LPL applies other standards for other types of securities. For example, securities may be ineligible for margin credit from time to time. For information with respect to general margin maintenance policy as to municipal bonds, corporate bonds, listed United States Treasury notes and bonds, mutual funds, and other securities, as well as information about the eligibility of particular securities for margin credit, please contact your Advisor. Notwithstanding the above general policies, LPL reserves the right, at its discretion, to require the deposit of additional collateral and to set required margin at a higher or lower amount with respect to particular accounts or classes of accounts as it deems necessary. In making these determinations, LPL may take into account various factors including the size of the account, liquidity of a position, unusual concentrations of securities in an account, or a decline in credit worthiness. If you fail to meet a margin call in a timely manner, some or all of your positions may be liquidated.

11. CREDIT INVESTIGATION

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

GENERAL TERMS

1. SCOPE AND TRANSFERABILITY

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

2. ACCOUNT REGISTRATION

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

3. JOINT AND SEVERAL LIABILITY; JOINT ACCESS

If more than one individual is establishing the Account with LPL, the obligations of all persons establishing such account under this agreement shall be joint and several. If this is a joint account, each of you signing this agreement (each a "joint owner") agrees that each joint owner shall have authority to (I) buy, sell (including short sales, if the Account is approved for short selling), and otherwise deal in, through LPL as a broker, securities and/or other property on margin or otherwise, (II) to receive confirmations, statements and communications of every kind related to the Account, (III) to receive and dispose of money, securities and/or other property in the Account, (IV) to make, terminate, or modify this agreement and any other written agreement relating to the Account or waive any of the provisions of such agreements, (V) to give instructions or grant or revoke



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authorizations related to the Account, and (VI) generally to deal with LPL as if each of you alone was the sole owner of the Account, all without notice to the other joint owner(s). Each of you agrees that notice to any joint owner shall be deemed to be notice to all joint owners. LPL may follow the instructions of any of the joint owners concerning the Account and make delivery to any of the joint owners of any and all securities and/or other property in the Account, and make payments to any of the joint owners, of any or all moneys in the Account as any of the joint owners may order and direct, even if such deliveries and/or payments shall be made to one of the joint owners personally. LPL shall be under no obligation to inquire into the purpose of any such demand for such deliveries and/or payments.

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

LPL reserves the right to require written instructions from all account holders, at its discretion.

4. SEPARABILITY

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

5. HEADINGS ARE DESCRIPTIVE

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

6. RECORDING CONVERSATIONS

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

7. COMMUNICATIONS; DELIVERY OF ACCOUNT INFORMATION

To the extent permitted by applicable law, communications (including without limitation this Agreement and any required disclosures) may be sent to you through mail, overnight express delivery, or electronically, at LPL's or your Advisor's discretion. Communications will be sent to the postal or electronic address ("E-Address") shown on the Account Application, which is on file at LPL's office, or at such other postal or E-Address as you may hereafter provide to LPL in accordance with procedures LPL may establish from time to time. The E-Address may be an e-mail address, other Internet address, fax number, or other electronic access address. Communications will be deemed delivered when sent, whether actually received or not, even if LPL has notice of non-delivery. Communications posted to an online location by LPL will be deemed to be delivered to, and received by, you at the time that LPL sends notice to you in accordance with this Agreement that the communication is posted online and available for review.

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

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

You agree that you will notify LPL and your Advisor immediately in the event of a change to your postal address or E-Address. All notices to LPL or your Advisor must be provided in writing at LPL's or your Advisor's postal address, as applicable, and as



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such address may be updated by notice to the other parties from time to time. Any notice you send LPL or your Advisor will not be effective until actually received. You assume the risk of loss in the mail or otherwise in transit.

8. ENTIRE AGREEMENT; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may be amended by LPL upon thirty (30) days notice to all parties.

9. REPORTS

Reports of the execution of orders and statements of your Account shall be conclusive if not objected to in writing at once. You are responsible for monitoring your Account, including making sure that all transactions are accurate and that you are receiving confirmations, account statements and any other expected communications. You are responsible for reviewing these documents to make sure that they are accurate. You understand that LPL does not monitor your Account and has no obligation to notify you of any issue relating to your Account.

10. REFUSAL TO ACCEPT ORDERS

LPL shall not be liable for refusing to obey any orders given by you with respect to an account(s) which has or have been the subject of attachment or sequestration in any legal proceeding against you, and LPL shall be under no obligation to contest the validity of any such attachment or sequestration.

11. COMPLAINTS

Kindly direct any complaints regarding the handling of your Account to your Advisor and to LPL's Legal Department at:

75 State Street, 22nd Floor
Boston, MA 02109
or (800) 775-4575 extension 4497

LPL will respond to you as promptly as possible.

12. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING THIS ACCOUNT

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

13. LIMITATION OF LIABILITY

Neither LPL nor its officers, directors, employees, or affiliates shall be liable for any loss incurred with respect to the account, except where such loss directly results from such party's negligence or misconduct.

14. APPLICATION FORM

You understand that the Account Application is part of this agreement and that by signing on the last page of the application, you are agreeing to all of the terms and conditions in this agreement. In addition, if you are a sponsor or other responsible fiduciary of a retirement plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), you are acknowledging receipt of the ERISA 408(b)(2) disclosures contained at the end of this Agreement. You must complete in full the application and you acknowledge the accuracy of its contents.



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15. ARBITRATION AGREEMENT

Disclosures

By signing this Arbitration Agreement the parties agree as follows:

- (A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (D) The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first hearing date.
- (E) The Panel of Arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is in-eligible for arbitration may be brought in court.
- (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

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



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This information is being provided to you as the sponsor or other responsible fiduciary of a retirement plan (“Plan”) subject to the Employee Retirement Income Security Act of 1974 (“ERISA”) that maintains an investment account at LPL.

For more information regarding the services that LPL may make available to the Plan pursuant to this Agreement and related compensation, please refer to LPL’s website (www.lpl.com) and any related disclosures, documents or other agreements you receive in connection with the Plan’s investments. Please review this disclosure document in conjunction with such other related disclosures, documents or other agreements.

If you have any questions concerning this disclosure document or the information provided to you concerning our services and compensation or require copies of any documents referenced herein, please ask your Advisor or LPL Client Services at (800)-558-7567.

I. SERVICES OF LPL

LPL acts as the broker-dealer of record on the account and also provides custody of the assets in the Plan’s account. LPL is responsible for providing the periodic statements for the Plan’s account. LPL is a broker-dealer registered with the Securities and Exchange Commission. LPL is a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”) and the Securities Investors Protection Corporation (“SIPC”).

LPL does not provide investment advice to the Plan and is not acting as an investment advisor registered under the Investment Advisers Act of 1940 or under state investment advisor laws. LPL does not provide services as a “fiduciary” under section 3(21) of ERISA, section 4975 of the Internal Revenue Code or other applicable law.

If LPL or your Advisor provides investment advisory or other services to the Plan pursuant to a different program or agreement, please refer to the applicable account agreement and/or disclosure documents in connection with those services.

II. COMPENSATION RECEIVED BY LPL

The compensation LPL receives for brokerage services to the Plan varies depending on the securities or investment products selected by the Plan. For certain of our services, we are paid by third parties rather than or in addition to being paid directly from the Plan’s investment. Below is information about the compensation that LPL may receive in connection with its provision of brokerage services to the Plan and certain conflicts of interest that may be raised in connection with this compensation.

1. DIRECT COMPENSATION

- (a) Direct Fees and Charges. LPL applies miscellaneous fees and charges that are set out in the Miscellaneous Fee Schedule that is provided to you when the account is opened. These fees include transaction charges, confirmation processing fees, and retirement account fees. The amount of a transaction charge varies depending on the type of security being purchased or sold, for example, mutual funds, ETFs, equity securities, options, or unit investment trusts securities, and range from \$0 to \$35. Transaction charges appear on the trade confirmation provided to the client for each transaction. Qualified retirement plan and 403(b)(7) plan accounts are charged an annual maintenance fee of \$50 per year per account for the tax reporting, administration and processing services provided to the Plan account by LPL. There is also a \$50 fee for loans processed for qualified retirement plan and 403(b)(7) plan accounts. If the Plan terminates its account at LPL, there will be a termination fee that applies of \$125, as outlined in the Miscellaneous Fee Schedule. These fees are direct fees charged to the Plan’s account. The Miscellaneous Fee Schedule can be found at www.lpl.com. If you do not have access to the website, please contact your Advisor or LPL Client Services at (800) 558-7567. A copy of the Miscellaneous Fee Schedule will be provided to you upon your written request.
- (b) Mark-up/Mark-down. When LPL buys from you or sells to you a security in a principal capacity, LPL receives a mark-up or mark-down on the transaction. This means, for example, if we sell the Plan a security at a price higher than what we paid, we will earn a mark-up. Conversely, if we buy a security from the Plan at a price lower than what we sell it for, LPL will receive a mark-down.



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Mark-up/down charges typically apply to transactions in bonds or other fixed-income securities. Details about a mark-up/down for a particular transaction will be furnished upon request. The maximum mark-up/down on a transaction with a customer that LPL receives when acting in a principal capacity is 5% of the value of the security as long as the value is greater than \$1000. If the value of the security is less than \$1000, the mark-up/down may exceed 5% but will not exceed \$100. In many cases, this maximum 5% does not apply, and the actual mark-up/down percentage is lower based on factors such as quantity, price, type of security, maturity, etc. We expect the maximum LPL will earn as a mark-up or mark-down on a transaction in a SWM account is 0.375%. Details about a mark-up/down for a particular transaction will be furnished upon request.

2. INDIRECT COMPENSATION

Indirect compensation is compensation paid by third parties rather than or in addition to being paid directly by the Plan. For example, a mutual fund underwriter, variable annuity issuer or distributor, or other product sponsor may pay LPL an ongoing amount that is based on the value of the Plan's investment in the product. Indirect compensation may be charged by the product sponsor against the Plan's investment or reflect the net value of the Plan's investment in a product. You should refer to the product's prospectus for more specific information. Compensation may be paid as follows:

- (a) Distribution and/or Servicing Fees, 12b-1 Fees and Trail Payments. LPL receives certain ongoing payments called distribution and/or service fees, 12b-1 fees or trails. They are paid for LPL's distribution-related services and/or shareholder servicing, and are made pursuant to LPL's agreement with the product sponsor. You should refer to the prospectus or other offering documents for the security or contract, for more detailed information about the amount of commissions and trail or 12b-1 compensation that LPL receives with respect to the Plan's investment.
 - (i) Mutual Funds. For mutual funds, the ongoing payment depends on the class of shares but is typically between 0.25% and 1% of assets annually.
 - (ii) Annuities. For annuities, LPL receives a trail commission from the annuity issuer pursuant to one or more schedules for the promotion and sale of a policy. The amount and timing of commissions may vary depending on the agreement between LPL and the issuer, and the type of share purchased, but the maximum trailing commission for variable annuities is typically 1.5% and the maximum trailing commission for fixed annuities is typically 1.0% on an annual basis.
 - (iii) Alternative Investments. For alternative investment products, such as private funds, trail payments may be as high as 1.25% on an annual basis. Trail payments for managed futures funds can be as high as 2% annually.
- (b) Mutual Fund Finder's Fees and Concessions. LPL receives compensation from a mutual fund distributor or other fund affiliate in connection with transactions for which sales charges are waived or under other circumstances as described in a fund's offering documents. This compensation is generally referred to as a finder's fee or concession and typically ranges between 0.25% and 1% of the transaction amount.
- (c) Closed-end Funds Concessions. For new issues of closed-end funds, LPL may be paid a dealer concession from the issuer or underwriter for assistance in the distribution of the fund. The dealer concession is typically 3.5% to 4% of the purchase amount.
- (d) Unit Investment Trust Concessions. LPL receives a dealer concession from a unit investment trust ("UIT") sponsor in connection with the Plan's investment in a UIT, which may range from 1% to 3.5%. LPL also receives additional payments from UIT sponsors, also known as volume concessions, based on LPL's aggregate sales volume with the sponsor. With respect to certain Invesco-sponsored UITs, and in addition to any regular or volume concession described in such UIT's prospectus, LPL receives a reallowance of 0.05% of the public offering price per unit on all units of such UITs sold by LPL during the initial offering period.
- (e) Structured Product Concessions. In the case of new issues of structured products, LPL receives compensation generally referred to as a concession or placement fee equal to 0.25% of the transaction amount. LPL also receives compensation up to .625% from issuers of structured products based upon assets invested in the issuer's structured products and the duration of the products.



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- (f) Cash Sweep. LPL offers a service to sweep cash held within customer brokerage accounts into an interest-bearing FDIC insured cash account ("ICA"). Under its agreement with each bank in which LPL deposits customer cash, LPL receives a fee from the banks equal to a percentage of the average daily deposit balance in the ICA. The fee paid to LPL may be at an annual rate of up to an average of 2% as applied across all deposit accounts taken in the aggregate; therefore, on some accounts, fees to LPL may be higher or lower than this average percentage amount. The compensation LPL receives on ICA may be higher than the compensation available to LPL from an alternative sweep investment option. LPL receives compensation from each bank in which the Plan has an ICA, as shown in the Plan's monthly account statement. For additional information on the ICA, please see the ICA disclosure booklet, which can be found at www.lpl.com.
- (g) Money Market Cash Sweep. For accounts not eligible for the ICA, cash balances are automatically invested in a money market fund. The money market mutual fund automatic cash sweep program sweeps uninvested cash daily into taxable and tax-exempt money market funds offered by J.P. Morgan Asset Management and Federated Services Company. LPL may receive compensation of up to 0.16% of the assets invested in J.P. Morgan Asset Management money market funds and up to 0.35% of the assets invested in Federated Services Company money market funds. The sweep money market funds generally pay 12b-1 fees higher than other money market funds. The 12b-1 fees and the payer of such fees are set out in the prospectus of the money market fund provided to the Plan in connection with the investment.
- (h) High Cash Balance. LPL offers a High Cash Balance Options ("HCBO") program for ICA-eligible accounts with large amounts of cash to invest (non-ICA eligible accounts may participate on an exception basis). ICA-eligible accounts with a \$250,000 minimum in cash for investment may purchase any one of five money market funds and retain the ICA sweep on the account (the \$250,000 minimum applies to the amount of the cash trade). LPL receives annual compensation of up to 0.14% of the assets invested in the HCBO program money market funds. These payments are in addition to recordkeeping fees that LPL receives as described below.
- (i) Float. As part of its brokerage services, LPL holds customer assets. Accordingly, LPL may receive compensation in the form of earnings on its investment of uninvested cash in Plan accounts. These earnings are generally known as "float." Cash in the account would typically result from contributions to the account or sales of securities in the account. LPL may also receive float on outstanding checks after they are issued by LPL to the Plan and before they are presented for payment. LPL retains float as additional compensation for its services.
- (j) Networking Fees. When LPL is the broker-dealer for the Plan on the books and records of a mutual fund or variable annuity, the fund or annuity or an affiliate of the fund or annuity may pay LPL a setup fee and a networking fee.
- (i) Setup Fee. LPL may charge variable annuity product sponsors a one-time networking setup fee of up to \$75,000 to reimburse LPL for associated technology-related costs.
- (ii) On-going Network Fee. LPL receives compensation that is based on the number of LPL customer positions held with the fund or annuity including the Plan's position with the fund or annuity (up to \$12 per position per year; up to \$6 per position per year for variable annuities) or based on the amount of customer assets in the fund or annuity (up to 0.15% on an annual basis).
- (k) Recordkeeping Fees. LPL performs omnibus recordkeeping and administrative services on behalf of mutual funds and receives compensation for the services. These services include establishing and maintaining sub-account records reflecting the purchase, exchange or redemption of shares by each LPL customer account. For a complete list of mutual funds for which LPL performs omnibus recordkeeping and administrative services, please visit the Legal Disclosures webpage at www.lpl.com. If you do not have access to the website, please contact your Advisor or LPL Client Services at (800) 558-7567. A copy of the Legal Disclosure page will be provided to you upon your written request.
- (i) Setup Fee. When a new mutual fund family joins LPL's platform, it may be charged up to \$40,000 to add the fund to its recordkeeping platform, which is the sum of a \$15,000 due diligence fee and a setup fee of \$5,000 per fund (up to a maximum of \$25,000 total for all funds).



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- (ii) On-going Recordkeeping Fee. The compensation LPL receives for these services may be paid based on customer assets in the fund (up to 0.40% on an annual basis) or number of positions held by customers in the fund (up to \$25 per position).
- (l) Optimum Funds. If the Plan purchases a fund in the Optimum Funds mutual fund family, you should be aware that LPL provides services to the Optimum funds and receives the following compensation for such services.
 - (i) LPL provides investment consulting services to the investment advisor of the Optimum Funds pursuant to a consulting agreement between LPL and Delaware Investments including, but not limited to, assisting the advisor in determining whether to engage, maintain or terminate sub-advisers for the Optimum Funds. As compensation for these services, LPL receives an annual investment consulting fee of up to 0.285% of fund assets annually from Delaware Investments.
 - (ii) In addition, LPL performs recordkeeping and administrative services on behalf of the Optimum Funds and receives compensation for the services based on the number of positions held customers in the Optimum Funds (\$16 annually per position).
 - (iii) LPL also receives a payment from the Optimum Funds' sponsor if LPL's recordkeeping fees and investment consulting compensation is less than 57.5% of the total amounts paid to the sponsor and LPL with respect to the Optimum Funds annually after deducting certain expenses. The payment is made in consideration of the services provided by LPL, including the promotion of the Optimum Funds to customers. This payment from the sponsor is made from a portion of the sponsor's profits for providing services to the Optimum Funds. LPL has a corresponding obligation to pay the Optimum Funds' sponsor if the sponsor's compensation is less than a certain percentage of the total amounts paid to the sponsor and LPL with respect to the Optimum Funds.
- (m) Sponsorship Program Arrangements. In addition to the compensation described above, LPL receives under LPL's sponsorship programs compensation (sometimes referred to as "revenue sharing") from the product providers and/or their affiliates of mutual funds, alternative investments, and variable annuities, some of which may be in connection with LPL's arrangement with the Plan. LPL enters into agreements with each of the product providers related to the sponsorship programs. The product providers and/or their affiliates that participate in these sponsorship programs are listed below (for an updated list, please visit the Legal Disclosures page on LPL's website (www.lpl.com) or contact LPL Client Services, (800)-558-7567.
 - (i) Mutual Fund and Variable Annuity Sponsors. LPL receives compensation from the distributors or other affiliates of mutual funds and variable annuities that are available to LPL customers. These payments are made in connection with programs that support LPL's marketing and sales force education and training efforts, such as our annual national sales and education conference and other conferences (referred to here as "Sponsorship Programs") and offset a portion of LPL's costs of such training and conferences. The payments made under the Sponsorship Programs are calculated based upon the assets of LPL customers that are invested at the participating investment provider, including any 529 college savings plan assets. In the case of mutual funds, LPL receives compensation of up to 0.15% on an annual basis of customer assets invested with a mutual fund family. For example, if the Plan held an investment worth \$10,000 dollars in a product of a participating investment provider for one year, LPL could receive a payment of up to \$15 from that provider. In the case of variable annuities, LPL receives compensation that is based on customer assets (up to 0.15% annually), based on sales of such products (up to 0.35% annually) or based on a formula that is a combination of a fixed fee, customer assets and/or product sales.

American Funds Distributors, Inc. may provide compensation to LPL in accordance with the terms of a letter of understanding. These payments are made at the discretion of American Funds Distributors, Inc. and may vary in any given year, but will not exceed the sum of (a) 0.10% of the previous year's American Funds sales by LPL, and (b) 0.02% of the assets of the American Funds held by LPL customers. The actual payment to LPL in any given year will depend on LPL's sales, customer assets and customer redemption rates, and LPL's relationship with American Funds.
 - (ii) Alternative Investment Providers. LPL receives compensation from alternative investment providers that are available to LPL customers. These payments are made in connection with programs that support LPL's marketing and sales force education. LPL receives a due diligence or marketing allowance fee on an annual basis of up to 0.60% of customer



ACCOUNT PACKET

SWM/SWM II - ACCOUNT AGREEMENT

assets invested in managed futures funds, hedge funds and private equity and up to 1.50% of sales or customer assets invested in other alternative investments.

3. OTHER TYPES OF COMPENSATION

- (a) Miscellaneous and Non-Cash Compensation. In addition, although not in connection with any particular LPL customer, LPL and LPL employees may receive compensation from product sponsors. Compensation may include such items as gifts valued at less than \$100 annually, an occasional dinner or ticket to a sporting event, or reimbursement in connection with educational meetings, client workshops or events, or marketing or advertising initiatives for employees. Product sponsors also may pay for, or reimburse LPL for the costs associated with, education or training events that may be attended by LPL employees and representatives and for LPL-sponsored conferences and events.
- (b) Investment Proposal Tools. LPL also receives reimbursement from product sponsors for technology-related costs associated with investment proposal tools it makes available for use with customers. LPL makes available a list of product sponsors that provide these types of compensation on its website at www.lpl.com.

4. OTHER INFORMATION RELATED TO COMPENSATION

- (a) Investment-Related Information in Prospectus. If the Plan is an individual account plan that permits participants or beneficiaries to direct the investment(s) in their accounts, and if one or more designated investment alternatives are made available in connection with LPL's brokerage services, the following information for each investment alternative may be found in the current prospectus or other disclosure materials of the issuer of the designated investment alternative, copies of which have been provided to you: (i) a description of any compensation that will be charged directly against the amount invested in connection with the acquisition, sale, transfer of, or withdrawal from the investment contract, product, or entity (such as, sales loads, sales charges, deferred sales charges, redemption fees, surrender charges, exchange fees, account fees, and purchase fees); (ii) a description of the annual operating expenses (the annual expense ratio) if the return is not fixed; and (iii) description of any ongoing expenses in addition to annual operating expenses (such as, wrap fees, mortality and expense fees). LPL makes no representations as to the completeness or accuracy of such disclosure materials. You should refer to the prospectus or other disclosure materials for the particular designated investment alternative.
- (b) Compensation from Advisors. For certain Advisors, LPL receives compensation from the Advisor for the administrative services that LPL provides to Advisor, such as fee billing and performance reporting, which compensation can be tied to assets in Advisor's SWM accounts. The maximum fee that LPL currently receives from Advisors for such service is 0.40% of the Advisor's SWM assets.
- (c) Error Correction. In the event a trade error occurs in an account, and such error is determined to be caused by LPL, LPL will cancel the trade and remove the resulting monetary loss to a client from the account. If a trade correction is required as a result of a client (e.g., if a client does not make full payment for purchases or fails to deliver negotiable securities for liquidations before trade settlement), LPL will cancel the trade and any resulting monetary loss will be borne by the client. In the case of a trade that requires a correction as described above and that resulted in a monetary gain to the client, such gain may be removed from the account and may result in a financial benefit to LPL.
- (d) Termination of Services. If the brokerage services under this Agreement are terminated, LPL may continue to receive trail payments and sponsorship program compensation as described above from the investment provider or issuer until the Plan arranges a change to the broker-dealer shown on the Plan's account. As described above, if the Plan terminates its account at LPL, there will be a termination fee that applies of \$125, as outlined in the Miscellaneous Fee Schedule.

Please consult the Retirement Plans Disclosures page on LPL's website (www.lpl.com) for the most current ERISA 408(b)(2) disclosures. LPL posts any changes to its ERISA 408(b)(2) disclosures on its website from time to time. LPL may not notify you when these changes are made and it is your responsibility to consult the website to learn about any changes that have been made to these disclosures. If you are unable to access the website or require paper copies of any documents referenced herein, please contact LPL Client Services at (800) 558-7567.



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

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

Questions?	Go to www.lpl.com
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Securities offered through LPL Financial, a registered investment advisor, member FINRA/SIPC.

Not FDIC/NCUA Insured	Not Bank/Credit Union Guaranteed	May Lose Value	Not Guaranteed by Any Government Agency	Not a Bank/Credit Union Deposit
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Who we are

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

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

Definitions

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

Important Information

Information for Vermont Customers

In response to a Vermont regulation, if we disclose personal information about you to non-affiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transactions or experiences with you.

Information for California Customers

In response to California law, we automatically treat accounts with California billing addresses as if you do not want to disclose personal information about you to non-affiliated third parties except as permitted by the applicable California law.

Mail-In Form

Privacy Choices Notice

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

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

Privacy Management
c/o Compliance Department
LPL Financial
4707 Executive Drive
San Diego, CA 92121-3091

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

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

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

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

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

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

Customer 1:

Name (please print clearly) _____

Address _____

City _____ State/Zip _____ Phone Number _____

LPL Financial Account Number _____

Name of LPL Financial Advisor _____

Signature _____ Date _____

Customer 2:

Name (please print clearly) _____

Address _____

City _____ State/Zip _____ Phone Number _____

LPL Financial Account Number _____

Name of LPL Financial Advisor _____

Signature _____ Date _____

Additional Information Regarding the LPL Financial Privacy Notice

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

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