

# Prime Brokerage Services Agreement

Advisor Name	G Number
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*Enter the account numbers to add the Prime Brokerage feature. All owners from all accounts must sign below.*

Account Number	Account Number	Account Number
Account Number	Account Number	Account Number
Account Number	Account Number	Account Number

**To: National Financial Services LLC**

I or my authorized representative ("Prime Brokerage Customer") maintains brokerage accounts with a number of other brokers ("Executing Brokers") and will, from time to time, place orders to be executed by one or more of these Executing Brokers. I hereby appoint you to act as prime broker for me, to establish a prime brokerage account and to perform certain services in connection with the settlement and clearance of such transactions in accordance with the terms set forth herein ("Prime Brokerage Services"). Prime Brokerage Services shall be performed in accordance with the terms of this Agreement and of the Securities and Exchange Commission's No-Action letter dated January 25, 1994 (the "SEC Letter"), as the same may be amended, modified or supplemented from time to time. In consideration of your accepting one or more prime brokerage accounts (whether designated by name, number or otherwise) and your agreeing to act as prime broker for me in the purchase or sale of securities ("Transactions"), I agree to the following with respect to any of my accounts with you for the purchase and sale of securities, options, and other property, or any transaction between you and me, for extensions of credit (if applicable), and for the purpose of granting you rights of netting and set off and of foreclosure on cash, securities, and other property which may from time to time be held or carried in any account for me, that is due to me, or that is delivered to or in the possession or control of you or any of your agents on behalf of me, and any proceeds thereof ("Collateral"). For purposes of this Agreement, "you" and "your" refer to National Financial Services LLC and any of its subsidiaries, parents, affiliates, divisions, officers, directors, agents and/or employees (also collectively referred to as "NFS").

**Prime Brokerage Services**

1. I hereby acknowledge that I have read and become familiar with the terms of the SEC Letter and that I undertake to carry out prime brokerage transactions in accordance with the terms of the SEC Letter and to inform you promptly if this undertaking is not met.
2. I agree to give you written notice of the names of the Executing Brokers with whom I intend to place prime brokerage orders. I acknowledge that in order to provide Prime Brokerage Services, you are required to execute an agreement with all Executing Brokers with whom I engage in prime brokerage transactions (the "Prime Brokerage Agreement") and that all prime brokerage transactions shall be subject to such Prime Brokerage Agreement. I agree that at your sole discretion you may decline to enter into a Prime Brokerage Agreement with any Executing Broker and you will not engage in prime brokerage transactions with any Executing Broker with whom you have not entered into a Prime Brokerage Agreement. You are authorized to enter into an agreement with all such Executing Brokers which now or in the future effect transactions for my account. I will use my best efforts to assure that such Executing Brokers comply with the terms set forth in such agreement. I further agree that, as between you and me, any loss resulting from an Executing Broker's non-compliance therewith, or resulting from any other action taken or not taken by an Executing Broker or its agent or other third party with respect to me or my accounts, will be borne solely by me and I agree to indemnify you as provided below.

I authorize you to establish prime brokerage account relationships and accounts on behalf of myself with Executing Brokers whom I have requested and with whom you agree to enter into a Prime Brokerage Agreement. In connection therewith, I authorize you to provide any information relating to my account(s) which may be necessary in order for you to establish a prime brokerage relationship on my behalf with the Executing Brokers. As between you and the Executing Broker, the Executing Broker will be acting as my agent for the purpose of carrying out my directions with respect to the purchase, sale and settlement of securities.

3. I acknowledge that you have not recommended or endorsed any Executing Brokers and you shall not be responsible or liable for any acts or omissions of any Executing Broker or its employees. I understand that you do not act as investment adviser, give investment advice, make recommendations, or solicit orders, that you do not advise prime brokerage customers, perform any analysis, or make any judgment on any matters pertaining to the suitability of any order, or offer any opinion, judgment or other type of information pertaining to the nature, value, potential or suitability of any particular investment, transaction, or, if applicable, margin trading. I agree to indemnify and hold you harmless from any loss, claim or expense, including attorneys' fees, incurred by you in connection with your acting or declining to act as prime broker for me and to fully reimburse you for any legal or other expenses (including the cost of any investigation and preparation) which you may incur in connection with any claim, action, proceeding, or investigation arising out of or in connection with this Agreement, the Prime Brokerage Services or any transactions hereunder.
4. Either I or my authorized representative will advise you on trade date of the details of all transactions effected by Executing Brokers on my behalf as required by the SEC Letter (the "Trade Data"). Such Trade Data shall include, to the extent known to me with respect to any Transaction:
  - (a) account Name;
  - (b) name of Executing Broker (and clearing broker if different);
  - (c) security name, quantity and security symbol (or CUSIP number if no security symbol exists or is known);
  - (d) whether Transaction is a buy, buy to cover, sell or sell short Transaction;
  - (e) price per share or other unit (if a trade is to be reported on an average price basis, I will compute the average price to four decimals);
  - (f) exchange or other market where executed;
  - (g) commission rate;
  - (h) total execution and commission cost;
  - (i) if an options Transaction is an opening or closing Transaction;
  - (j) Trade Date and Settlement Date;
  - (k) for trades in non-U.S. markets, all other information required for NFS to settle such trades; and
  - (l) settlement instructions.

I understand and agree that, subject to the provisions of this Agreement and NFS's internal policies and procedures, NFS will affirm and settle transactions with an Executing Broker only to the extent that the information provided by such Executing Broker matches the trade information that I have submitted to NFS. I understand and agree that NFS may "DK" or otherwise decline to affirm and settle any and all Transactions as to which I have not timely provided the foregoing information. If I have provided information to NFS that does not match the information provided to NFS by the Executing Broker, and if time permits, NFS will attempt to contact me so that I can reconcile the differences in the reported information. If such contact and reconciliation is not made, NFS may, in NFS's sole discretion:

- (i) settle such Transaction on my behalf if, in NFS's sole judgment, the differences between my report and the Executing Broker's report are not material; or
- (ii) DK or otherwise decline to affirm and settle any such Transactions.

I acknowledge and agree that NFS shall have no responsibility or liability with respect to Trade Data that is not received in the manner provided above. I further acknowledge and agree that NFS may decline to affirm or settle any of my Transactions in accordance with the terms of the SEC Letter, the Prime Brokerage Agreement, this Agreement, and applicable rules and procedures of any clearing agency registered pursuant to Section 17A of the Securities Exchange Act of 1934 that NFS has agreed to use with me and its Executing Brokers. Under such circumstances, I acknowledge that I will be obligated to settle the Transaction directly with the Executing Broker. I understand and agree that the Prime Brokerage Agreement with its Executing Broker may limit NFS's discretion and require NFS to disaffirm certain Transactions that NFS would have otherwise agreed to effect, and I agree that NFS shall be held harmless for complying with such agreements.

5. I understand and agree that I shall be required to maintain in my prime brokerage account with you a minimum net equity as agreed upon in cash and securities (the "Minimum Net Equity"), but in no event less than that required in the SEC Letter, and that settlement of such transactions accepted by you will be made by you only if sufficient funds or securities, as applicable, are maintained in an account with you or if I make other arrangements for settlement which are satisfactory to you; provided, however, that in no event shall you accept any transaction if I maintain, or the settlement of such transaction would cause me to maintain, a net equity less than the minimum required by the SEC Letter. I understand that, in the event my account falls below the Minimum Net Equity, I shall bring my account into compliance in a timely fashion which in no event shall be later than the time required by the SEC Letter. I understand that you reserve the right at any time to place a limit on the size of transactions executed by any Executing Brokers which are to be settled and cleared by you as a prime broker.

In the event my account falls below the Minimum Net Equity required by the SEC Letter, I hereby authorize you to notify promptly all Executing Brokers with whom you have a Prime Brokerage Agreement on my behalf of such event. If I fail to restore my account to compliance with the Minimum Net Equity required by the SEC Letter, I further understand and agree that you may, without notice to me, in accordance with the terms of the SEC Letter, disaffirm, DK, or decline to affirm, clear or settle any specified transaction effected by an Executing Broker on my behalf. Except as provided in paragraph 10 of this Agreement, I understand that should you disaffirm, or decline to affirm any of my transactions, all of my transactions that day shall be disaffirmed, or not affirmed. In any such case, you shall send a cancellation notification to me to offset the notification sent to me in paragraph 6 of this Agreement and I understand that I must settle outstanding trades directly with the Executing Broker and I hereby authorize you to provide the Executing Broker with such Trade Data and account information as you deem necessary in order for the Executing Broker to settle such trades. I further

understand that you will not be bound to make any investigation into the facts surrounding any transaction to which I am a party. I understand and agree that, immediately upon notice to me and, if required to the Executing Brokers, you may cease acting as Prime Broker.

6. On the day following each transaction, you shall send me a notification of each trade placed with any Executing Brokers based upon information provided to you by me. Any confirmations or advices of trades issued by you as a prime broker shall indicate the name of the Executing Broker involved and the other information required by the SEC Letter. If I have instructed Executing Brokers to send trade confirmations to me in care of you, I understand that such confirmations are available to me without charge upon request. A statement of all transactions will be mailed to my address of record, monthly or quarterly, depending on activity. I understand that I should promptly and carefully review the transaction confirmations and periodic account statements and notify you of any errors. Information contained on transaction confirmations and periodic account statements is conclusive unless I object in writing within five and ten days, respectively, after transmission to me. Communications by mail sent to me at the address of record or any other address I may give my Broker/Dealer or you in writing are presumed to be delivered to and received by me whether actually received or not.
7. I agree to pay all fees agreed to by you and me and to make any necessary arrangements with Executing Brokers concerning the payment of any such fees, including the deduction of any such amounts from commissions charged by the Executing Brokers.

#### **Managed Accounts**

8. Paragraphs 8 through 10 apply if my Prime Brokerage Customer's account is managed by a registered investment adviser or Broker/Dealer ("Adviser") with whom I hereby represent I have entered into a written agreement which authorizes Adviser to enter into prime brokerage transactions on behalf of Prime Brokerage Customer.
9. I hereby authorize the Adviser listed above in this Agreement as my agent and attorney-in-fact to give instructions to you and take all actions regarding the execution, clearance and settlement of prime brokerage transactions, including all actions necessary or incidental to the completion thereof, on my behalf and for my account and risk, including on margin if I have requested and been accepted for margin. You may rely and act upon any instruction(s) Adviser may give to you regarding my account without further verifying such instructions with me.
10. I hereby authorize you, if my account is managed on a discretionary basis by an Adviser: to commingle its prime brokerage transactions with those of other accounts of its Adviser ("sub-accounts") for settlement in bulk with you in accordance with my Adviser's instructions. I understand that no part of any transaction may be allocated to sub-accounts where one or more of such sub-account's net equity is below the minimum levels established by the SEC Letter and that, should such a net equity maintenance problem occur in any such sub-account, you shall be required to disaffirm the entire transaction. I agree that, should such an event occur, my Adviser may resubmit the bulk trade to the Executing Broker so as to exclude those securities which were originally allocated to the sub-account failing to meet the Minimum Net Equity or, if permissible, re-allocate the entire prime brokerage transaction to those sub-accounts meeting the net equity requirements established by the SEC Letter. I understand that such reallocation must be communicated to you prior to the disaffirmance deadline established by the SEC Letter.

#### **General Provisions**

11. **Applicable Rules and Regulations.** All transactions under this Agreement shall be subject to the rules and regulations of all applicable federal, state and self-regulatory authorities including but not limited to the Securities and Exchange Commission, all relevant securities exchanges, the Municipal Securities Rulemaking Board, the National Association of Securities Dealers, the Board of Governors of the Federal Reserve System and the constitution,

- rules and customs of the exchange or market (and its clearinghouse, if any) where executed, and of any registered clearing agency providing services related to such transaction.
12. Any credit balances, securities, assets or related contracts, and all other property in which I may have an interest held by you or carried for my accounts shall be subject to a general lien for the discharge of my obligations to you, and you may sell, transfer, or assign any such assets or property to satisfy a margin deficiency or other obligation whether or not you have made advances with respect to such property. Shares of any investment company in which I have an interest and for which Fidelity Management & Research Company serves as investment adviser also are subject to a general lien for the discharge of my obligation to you, and you may redeem any such shares to satisfy my obligation without further notice or demand. No provision of this Agreement concerning liens or security interests shall apply to any account to the extent such application would be in conflict with any provision of ERISA or the Internal Revenue Code relating to retirement accounts.
13. **Netting and Set Off Rights.** You shall have the right, at any time from time to time, to set off any and all of your obligations against any and all of my obligations and to foreclose on any Collateral for the purpose of satisfying any and all of my obligations. I agree that the fulfillment of the obligations is contingent upon there being no breach, repudiation, misrepresentation or default (howsoever characterized) by me which has occurred and is continuing under this Agreement or any Transaction.
14. **Currency Conversion.** You shall have the right to convert currencies in connection with the exercise of your rights hereunder in such manner as you may determine, in your sole discretion, to be commercially reasonable.
15. **Short and Long Sales.** It is understood and agreed that I, when placing with you any sell order for a short account, will designate it as such and I hereby authorize you to mark such order as being "short." I understand that you may receive certain interest rebates or other benefits from the use of the proceeds of short sales in my accounts and that you shall be exclusively entitled to such rebates or other benefits. When placing with you any sell order for a long account, I will designate it as such and I hereby authorize you to mark such order as being "long." Any sell order which I shall designate as being for a long account, as above provided, is for securities then owned by me, and, if such securities are not then deliverable by you from my account, the placing of such order shall constitute a representation by me that it is impracticable for me then to deliver such securities to you and that I will deliver them as soon as it is possible to do so, without undue inconvenience or expense to you.
16. **Failure of Delivery.** In case of the sale of any security or other property by you at the direction of me and your inability to deliver the same to the purchaser by reason of failure of me to supply you therewith, I authorize you to borrow or purchase any such security, commodity, or other property necessary to make delivery thereof. I hereby agree to be responsible for any loss which you may sustain thereby and any premiums which you may be required to pay thereon, and for any loss you may sustain by reason of your inability to borrow or purchase the security, commodity, or other property sold to fulfill your delivery obligation.
17. **DISPUTE RESOLUTION.** ANY DISPUTE I MAY HAVE WITH YOU ARISING OUT OF, RELATING TO OR IN CONNECTION WITH YOUR BUSINESS, ANY TRANSACTION BETWEEN US, ANY ACCOUNTS I MAY HOLD OR THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION. BOTH YOU AND I AGREE TO FOLLOW THE PROCEDURES, AND ABIDE BY THE REQUIREMENTS, LISTED IN SECTION 18 OF THIS AGREEMENT.
18. **Pre-Dispute Arbitration Agreement**  
**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 will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.
- All controversies that may arise between me, my Authorized agent/Advisor, and you, concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between me, my Authorized agent, and you, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made, is a member. If I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. The designation of the rules of a self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**
- 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.
19. **Modification and Waiver.** No provision of this Agreement can be amended or waived except in writing, signed by an authorized representative of NFS. To the extent any provision of this Agreement is inconsistent with any other agreement between us, the provisions of this Agreement shall govern with respect to matters relating to this Agreement. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor a continuing waiver to the provision or provisions waived.

20. **Severability.** If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Agreement will continue and remain in full force and effect. To the extent that this Agreement is not enforceable as to any Transaction, this Agreement shall remain in full force and effect and be enforceable in accordance with its terms as to all other Transactions.
21. **Governing Law; Enforceability.** This agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules; and its provisions shall be continuous, shall cover individually and collectively all accounts which I may directly or indirectly open or reopen with you, shall inure to the benefit of you, your assigns, and your successors, whether by merger, consolidation, or otherwise. This agreement shall be binding upon me and/or my estate, executors, administrators, trustees, agents, officers, directors, successors, and assigns.
22. **Extraordinary Events.** I agree that you will not be liable for any loss caused, directly or indirectly, by government restrictions, exchange or market ruling, extreme market volume or volatility, suspension of trading, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, including but not limited to earthquakes, hurricanes, and tornadoes, or other conditions beyond your control. In the event that any communications network, data processing system, or computer system you use or used by me, whether you own it or not, is rendered inoperable, you will not be liable to me for any loss, liability, claim, damage or expense resulting, either directly or indirectly, therefrom.
23. **Costs of Collection.** To the extent permitted by the laws of the Commonwealth of Massachusetts, the reasonable costs and expenses of collection of any debit balance and any unpaid deficiency in my accounts with you, including but not limited to attorneys' fees incurred and payable or paid by you, shall be payable to you by me.
24. This Agreement supersedes all prior agreements and understandings relating to your acting as prime broker for my account. Except to the extent amended by this Agreement, all of the terms of the agreements and understandings relating to my account which have been previously executed by me or its representatives shall apply to the transactions and matters covered by this Agreement.
25. **No Assignments.** I may not assign this Agreement without the prior written consent of NFS. Any attempt to assign this agreement in violation of this paragraph shall be null and void. NFS may assign this Agreement to an affiliate or successor to substantially all of NFS's relevant assets or business, or to its corporate successor as a result of any merger, spin-off, consolidation, public offering or any similar corporate reorganization.

## Signatures and Dates *Form cannot be processed without signatures and dates.*

By signing below, I acknowledge that I have been furnished with a copy of the Prime Brokerage Services Agreement and that I have read, understood, and agree to be bound by its terms and conditions as they are currently in effect and as they may be amended from time to time.

**Notice: This agreement contains a pre-dispute arbitration clause in Section 18. All account owners and/or authorized persons for each account must sign.**

Print Account Owner Name First, M.I., Last	
Account Owner Signature	Date MM-DD-YYYY
<b>SIGN</b> ▶	▶

Print Account Owner Name First, M.I., Last	
Account Owner Signature	Date MM-DD-YYYY
<b>SIGN</b> ▶	▶

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