

## Account Terms and Conditions

### ACCOUNT AGREEMENT

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

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

If you are opening an Equity Brokerage Account, such Account will be opened and maintained by our Clearing Firm. The term “**Clearing Firm**” refers to National Financial Services LLC (“**NFS**”), or such successor clearing firm as we may choose from time to time. We may change Clearing Firms at any time upon 30 days’ written notice to you, in which event your Account will be transferred to the successor Clearing

Firm. The respective functions allocated between STRH and the Clearing Firm for Equity Brokerage Accounts are specified in the clearing agreement between STRH and the Clearing Firm and are summarized in the Statement of Responsibilities provided to equity brokerage customers pursuant to FINRA Rule 4311 (or any successor thereto). Please consult this notice for details.

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

2. **Orders, Deliveries and Settlements.** You agree to have available or to deliver sufficient funds to cover immediately the amount due on securities you purchase, and you agree to make good delivery of any securities in your possession that you have sold, on or before settlement date. You will be responsible for ensuring timely delivery of funds and securities to STRH. A late charge may be applied to your Account for payments or securities received after the settlement date. You understand that STRH or its Clearing Firm may in its sole discretion decline to execute any securities transaction for your account. Until fully paid for, securities we buy or sell as principal or as agent may be commingled with the securities of others. If you fail to timely deliver securities sold in good deliverable form or to deposit timely the total purchase price of securities purchased as provided by applicable law, STRH may, in its sole discretion and WITH OR WITHOUT NOTICE OR DEMAND, take such steps as STRH deems appropriate either to complete or to liquidate the transaction, buy in (cover) short positions, cancel outstanding orders in whole or in part, and take any other appropriate or necessary action without incurring any liability whatsoever, and you shall pay to STRH, UPON DEMAND, all expenses and losses incurred by STRH in connection therewith. Furthermore, STRH will be entitled to retain any gain or profit resulting from its actions after your failure to timely deliver or pay for securities. If at any time STRH considers it necessary for its protection, it may in its discretion require you to deposit cash or collateral in your Account to assure due performance by you of your open contractual commitments.

If you elect to settle all transactions through a designated Safekeeping Account or deposit account with SunTrust Bank, an affiliate of STRH, you agree that on the settlement date STRH may debit your deposit account for payment for securities purchased and credit your deposit

account with the proceeds from the sale of securities. You also agree that on the settlement date STRH may withdraw securities from your designated Safekeeping Account to cover the sales of securities made by you through STRH and deposit fully paid for securities that you purchase through STRH in your Safekeeping Account.

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

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

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

**4. Investment Decisions; No Municipal Proceeds.** In connection with this Account, we provide no investment advice within the meaning 29 CFR 2510.3-21. By executing transactions through the Account you represent that you are not investing moneys or other property of a covered plan or IRA within the meaning of 29 CFR 2510.3-21 unless you inform STRH otherwise in writing. We are not acting in any fiduciary capacity and you are solely responsible for all investment decisions for securities purchased and sold in the Account(s). Additional information regarding account types and important disclosures may be found at <https://www.suntrust.com/investmentinfo>. Your obligations include an affirmative duty to monitor profits and losses on your investments, to stay informed about your Account(s) and investments, and to respond to changes and conditions

as you deem appropriate. You understand and acknowledge and agree that it is your responsibility to determine the risk of each transaction entered in the Account and specifically agree to hold STRH harmless for any such investment decisions and losses and from orders and instructions given to STRH. We will not provide any legal, tax, or accounting advice in connection with your Account(s). You understand that any purchase of securities or other investment products involves the risk of loss, and we can neither assume responsibility for investment losses nor guarantee investment gains from any securities you may purchase. If you send us your written investment policy, we will read it, but you acknowledge and agree that compliance with the terms and conditions of your investment policy is solely your responsibility. You acknowledge and agree that STRH shall have no responsibility to ensure compliance with the terms of your investment policy.

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

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

to withdraw funds represented by a check or other items or to apply those funds to settle a securities transaction.

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

**7. Telephone Recording and Monitoring.** We may record any telephone conversation with you to monitor the quality of service you receive and to verify transaction-related information. **By placing orders and engaging in transactions over the telephone with us, you consent to any such recording and monitoring of conversations.**

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

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

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

**11. Security Interest.** Except as otherwise prohibited by law if you are a public entity, you hereby grant to STRH a continuing security interest in, lien on, and right of set-off with respect to, all securities and other property now or hereafter held or carried by STRH in your Account(s) (but excluding any ERISA governed Account), including any securities and other property in transit or held by others on behalf of STRH, and in any deposit or Safekeeping Accounts or money market funds that you have designated for STRH to debit and credit in connection with your Account(s), and all proceeds of the foregoing, as collateral security for the

payment and performance of all your obligations to STRH, now existing or hereafter arising, whether or not such obligations arise under this Account Agreement or any other agreement between us, together with all expenses of STRH in connection therewith. If you fail to pay or perform any obligation, or if you are in default, STRH shall have, in addition to the rights provided herein or by other applicable law, all the rights and remedies provided to a secured party under the Uniform Commercial Code as then in effect in the State of New York. In enforcing its security interest, lien or right of setoff, STRH, in its sole discretion, may determine which securities and other property are to be bought or sold and the order in which they are to be sold and which contracts are to be closed.

**12. Termination.** You may terminate this Account Agreement at any time by providing notice to STRH that you wish to close your Account(s). If we suspend or discontinue this service in whole or in any part, or determine to close your Account, this Account Agreement may be terminated immediately by STRH. All parties to the Account Agreement shall remain responsible after termination for any obligations or liabilities which were incurred before termination. When your Account is closed, STRH will return to you, or follow your instructions for the transfer of, any securities and other property remaining in your Account and will no longer accept orders for transactions after the date of closing subject to your having satisfied all obligations and paid all indebtedness owing to STRH. The provisions of this paragraph and paragraphs 3, 5, 9, 11, 16, 18 and 19 will survive the termination of this Account Agreement.

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

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

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

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

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

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

set out in the notice. To the extent this Account Agreement is inconsistent with any other agreement governing your Account or any Confirmation or any Confirmation of a transaction, this Account Agreement shall govern.

**15. Assignment; Governing Law; Waiver of Jury Trial.** This Account Agreement is binding on you and your successors and assigns, and it will benefit you and your successors and assigns and us and our successors and assigns, if any. STRH may assign its rights and obligations under this Account Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to you, or to any other entity. This Account Agreement will be governed by the laws of the State of New York, provided that, if you are a public entity, this Account Agreement shall be governed by the laws of the State in which you are located.

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

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

**17. Statements; Electronic Delivery; Notices.** STRH may send you Account Notices in either electronic or paper format. You consent to and agree to accept electronic delivery of Account Notices to the extent available, other than those you may have specifically requested be delivered to you in paper form, from STRH or SunTrust Bank, as applicable. "Account Notices" mean all statements, trade Confirmations, notices, disclosures, regulatory communications, prospectuses, proxy solicitations and privacy notices, and other information, documents, data and records regarding your Account. Your consent to electronic delivery of Account Notices means that you accept electronic delivery in lieu of mailed paper notices, which may no longer be sent to you. Your consent will remain effective unless and until you revoke such consent. So long as STRH or SunTrust Bank sends communications to you at the physical or electronic address of record given by you on the date of application, or to any other address given to us by you, the communications are legally presumed to have been delivered, whether you actually received them or not.

**18. Suspected Errors; Wire Instructions.** As an Account holder, you are responsible for monitoring your Account and the securities purchased in or through your Account. This includes making sure that all transactions are accurate and that you are receiving Confirmations, account statements, and any other expected communications. It also includes

reviewing these documents to see that information about your Account and the securities purchased in or through your Account is accurate and contains nothing suspicious. Confirmations and account statements are deemed to be accurate and are final and legally binding, unless you specifically notify us otherwise promptly and in writing. In the absence of any such notification, STRH shall understand that the relevant Confirmation or statement is correct. Confirmations of municipal securities transactions are issued in accordance with Rules G- 12 and G-15 of the Municipal Securities Rule Making Board. You should report promptly any inaccuracy or discrepancy in your account to STRH or our Clearing Firm if applicable.

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

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

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

**21. Options.** Subject to our approval, you may choose to add options trading privileges to your Equity Brokerage Account. In such event, you acknowledge that you have received or have been given access to the "Characteristics and Risks of Standardized Options" by the Options Clearing Corporation ("OCC"), available in the publications section at [www.optionsclearing.com](http://www.optionsclearing.com). If you are granted options trading privileges, your options Account will be opened and maintained by our Clearing Firm or such other broker-dealer or clearing firm as you may designate. You are responsible for knowing the rights and terms of all options in your Account. You agree to be bound by the FINRA, OCC

and exchange rules applicable to the trading of option contracts. Settlement on options cleared through the OCC is the business day after the trade date. You agree not to exceed the position and exercise limits imposed by the rules of the OCC. You are responsible for instructing STRH as to your intention to exercise option contracts before the expiration date. STRH and the Clearing Firm are authorized to take steps to protect their position and any obligation they have assumed at your request without notifying you.

**22. SBA Allowable Variation.** If you participate in a Small Business Administration (SBA) 7a Pool transaction with STRH, you acknowledge and agree that the final total dollar value of the pools to be delivered on the settlement date (the “final delivery amount”) may vary positively or negatively up to 5% from the dollar value of the pools agreed upon execution of the transaction, such amount the “Allowable Variance”. STRH will not file an amended transaction report as long as the final delivery amount is within the Allowable Variance; however, if there is a change in the final delivery amount that is not within the Allowable Variance, STRH will file an amended transaction report.

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## Disclosures

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

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

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

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

**Anti-Money Laundering.** 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. What this means for you: When you open an Account, we will ask for your name, address, and other information that will allow us to identify you. We may also ask to see other identifying documents.

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

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

**Collateralized Mortgage Obligations.** Educational material in the form of the Bond Market Association brochure entitled, “An Investors Guide to CMOs,” will be provided to customers without charge upon request.

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

Although STRH does not receive any payment for order flow and does not pay any market center for order flow, certain market centers offer cash credits/rebates for orders that provide liquidity to their books and charge explicit fees for orders that take liquidity from their books. Periodically, the amount of credits/rebates that STRH receives from one or more such market centers may exceed the amount of fees that STRH is charged. If a customer does not specify a particular marketplace in which an order must be executed, we will route that order to an exchange, market maker, or other broker-dealer that matches or improves the then-current disseminated national best bid or offer for the particular stock. STRH conducts periodic review to monitor compliance with this policy.

**Notice Concerning SEC Rule 606.** SEC Rule 606 of Regulation NMS requires that all broker-dealers that route orders for equity and options securities to other broker-dealers for execution, including certain payment for order flow or profit-sharing relationships between different broker-dealer, make available to the public quarterly reports that present a general overview of their routine practices. The reports must identify the primary exchanges or markets to which “customer orders” were sent for execution during the applicable quarter. STRH’s Rule 606 Quarterly Order Routing Report is available through our Web site at

[www.suntrustrh.com/financial-regulatory-disclosures](http://www.suntrustrh.com/financial-regulatory-disclosures). A hard copy of this report is also available from your sales representative. Upon request, your sales representative will further disclose the exchange or market to which your individual orders were routed for execution, whether the orders were directed or non-directed, and the time of execution for the underlying transactions. This request can be made for orders that were placed up to six months prior to the date of your request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MSRB Rule G-10 Disclosure.** STRH is registered with the U.S. Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). As such, STRH is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website for the MSRB is [www.msrb.org](http://www.msrb.org). The website contains educational materials and an Investor Brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint against STRH and/or an STRH representative.

**Privacy Policy.** SunTrust understands that financial information protection is important to you. With SunTrust’s Privacy Policy, you can be assured that we use information responsibly to provide you with the services you request, and to make doing business with SunTrust easier and more convenient. Our privacy policy is available here. To learn more about SunTrust privacy practices call 800.786.8787.