

**1 Customer Agreement** (Continued on page 2.)

"We" and "us" refer to U.S. Bancorp Investments, Inc.; "I," "me," "my," "you" and "your" refer to you, the client; "Agreement" refers to this Universal Customer Agreement and Account Disclosures.

U.S. BANCORP INVESTMENTS IS NOT A BANK. U.S. BANCORP INVESTMENTS IS A CORPORATE ENTITY SEPARATE AND DISTINCT FROM ITS AFFILIATES. NONE OF THE ACTIVITIES OR OBLIGATIONS OF U.S. BANCORP INVESTMENTS ARE GUARANTEED BY ANY OF ITS AFFILIATES, BANK OR NON-BANK, NOR SHALL ANY SUCH AFFILIATE BE RESPONSIBLE TO ME FOR PERFORMING ANY OF U.S. BANCORP INVESTMENTS' OBLIGATIONS. NON-DEPOSIT INVESTMENT PRODUCTS SOLD, OFFERED OR RECOMMENDED BY U.S. BANCORP INVESTMENTS ARE NOT DEPOSITS AND ARE NOT INSURED BY THE FDIC OR ANY OTHER GOVERNMENTAL AGENCY, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.

Investment products and services are available through U.S. Bancorp Investments, Inc., member FINRA and SIPC, an investment adviser and a brokerage subsidiary of U.S. Bancorp. Insurance products, including annuities, are available through U.S. Bancorp Investments. Policies are underwritten by unaffiliated insurance companies and may not be available in all states.

**In consideration of U.S. Bancorp Investments accepting and maintaining one or more accounts for the undersigned** (hereafter referred to in the first person singular irrespective of whether the account is an individual, joint or institutional account), I agree that all transactions, with respect to any such account, and the maintenance of the account shall be subject to the following terms:

**1. Account Protection.** The securities held in your U.S. Bancorp Investments account and cash on deposit for the purpose of purchasing securities, or as a result of the sale of securities, are protected by the Securities Investor Protection Corporation (SIPC). SIPC protects each client up to a maximum of \$500,000, including up to \$250,000 on claims for cash balances awaiting reinvestment. SIPC does not protect against losses from the rise and fall in market value of your investment. It does, however, provide important protections against certain losses if an SIPC member fails financially and is unable to meet obligations to its securities clients. SIPC does not cover funds maintained in deposit accounts held at U.S. Bank National Association ("U.S. Bank"), including balances in checking accounts associated with U.S. Bancorp Investments Asset Management Accounts ("AMA"). For information about SIPC or to obtain an SIPC brochure, please see [sipc.org](http://sipc.org) or call SIPC at 202-371-8300.

The above does not apply to accounts holding only non-variable insurance products or only non-indexed-linked fixed annuities. In addition, the above does not apply to balances maintained in the Bank Deposit Program as described in the Sweep Program Disclosure Statement.

**2. Accounts Covered.** This Agreement covers any and all accounts that I may open or reopen with U.S. Bancorp Investments (including, without limitation, those accounts held jointly with others or on behalf of others).

**3. Amendments, Assignments and Terminations.** No provision of this Agreement may be waived or amended except in writing and signed by an authorized officer of U.S. Bancorp Investments. I agree that U.S. Bancorp Investments may amend this Agreement upon notice to me. This Agreement will be continuous and will survive any temporary or intermittent closing out or reopening of any account with U.S. Bancorp Investments, shall be binding upon my heirs and estate and shall inure to the benefit of U.S. Bancorp Investments' successors and assigns and its Clearing Agents. U.S. Bancorp Investments may transfer my accounts to its successors and assigns. U.S. Bancorp Investments, in its discretion, may close any account holding assets at any time upon written notice to me. The notice shall provide me the ability to elect to have my assets transferred to another brokerage firm of my choosing. If no election is made within a reasonable period as specified within the notice, U.S. Bancorp Investments is authorized to liquidate and/or deliver by first class mail to the last address specified on the account all securities and/or disburse to me all money balances held within the account. In addition, U.S. Bancorp Investments may close any account with a zero balance at any time without notification to me.

**4. Applicable Rules and Regulations.** This Agreement and all transactions under this Agreement will be subject to the constitution, all applicable laws and the rules and regulations of all federal, state and self-regulatory agencies, including but not limited to the Financial Industry Regulatory Authority (FINRA) and the customs and usages of the exchange or market and the clearing house where transactions are executed.

**5. Authority to Act as Broker.** In purchasing and selling securities and other property for me, U.S. Bancorp Investments shall act as my broker except where specific agreement or notice in writing is given to the contrary. U.S. Bancorp Investments may employ sub-brokers of their selection. U.S. Bancorp Investments may deal with members of any exchange who are specialists or odd-lot dealers who in the execution of my orders may act as sub-brokers for me and may also buy and sell securities and other property for themselves as dealers for their own accounts.

**6. Authority to Sell, Purchase or Cancel.** Any sale, purchase or cancellation authorized by items 3 and 28 of this Agreement may be made according to U.S. Bancorp Investments' judgment and in its discretion on the exchange or other market where such business is then usually transacted, at public auction or at private sale, without advertising the same and without any notice, prior tender, demand or call, and U.S. Bancorp Investments may purchase the whole or any part of such securities free from any right of redemption. In any case I will remain liable for any deficiency and will be responsible for any loss, cost or expense of collection (including, but not limited to, attorneys' fees) that U.S. Bancorp Investments may sustain.

**7. Community/Marital Property State Spousal Consent to Beneficiary.** For accounts with designated beneficiaries when the primary account holder resides in or was married in a community/marital property state, if the percentages designated

**Investment and insurance products and services including annuities are: NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**

Investment and insurance products and services including annuities are available through U.S. Bancorp Investments, the marketing name for U.S. Bancorp Investments, Inc., member FINRA and SIPC, an investment adviser and a brokerage subsidiary of U.S. Bancorp and affiliate of U.S. Bank.

Insurance products are available through various affiliated non-bank insurance agencies, which are U.S. Bancorp subsidiaries. Products may not be available in all states. CA Insurance License# 0E24641.

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for beneficiaries other than the account holder's spouse total more than 50 percent of the account, the spouse must consent to such designation in writing.

- 8. Confirmations and Account Statements.** Order confirmations and account statements will be conclusive if I do not object in writing within ten days after the confirmation or account statement has been sent to me. I understand if I choose to have systematic transactions, I will not receive confirmation immediately. My monthly and/or quarterly account statements will reflect any systematic transactions that occurred within that time period.
- 9. Continuation.** If any provision hereof is or at any time should become inconsistent with any present or future law, rule or regulation of any securities exchange, or of any sovereign government or a regulatory body thereof and if any of these bodies have jurisdiction over the subject matter of this Agreement, said provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects this Agreement shall continue and remain in full force and effect.
- 10. Cost Basis Method.** U.S. Bancorp Investments uses FIFO (First In First Out) as the default method when calculating your cost basis for individual securities. If you wish to change the cost basis method, contact your U.S. Bancorp Investments financial professional or the Wealth Management Advisory and Service Center at 800-888-4700. Once a trade settles, no change to the cost-basis methodology can be made.
- 11. Definitions.** For purposes of this Agreement, "securities and other property" includes, but is not limited to, money, securities, financial instruments of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. An "affiliate" means any person that directly or indirectly controls, is controlled by or is under common control with U.S. Bancorp Investments.
- 12. Disclosure of Beneficial Ownership.** I understand that for shareholder communications, U.S. Bancorp Investments will disclose my name, address and securities positions to issuers of securities held in my account.
- 13. Failed Transactions.** If on or before the settlement date I fail to pay in full for any security purchased for my account or I fail to deliver any security sold for my account, U.S. Bancorp Investments is authorized in its discretion, and without notice or demand, to take any one or more of the following actions: to cancel the transaction, sell the securities covered thereby, "buy-in" securities or other property required to make delivery for my account, charge my account for the amount due, hold me liable for any resulting loss including, but not limited to, the interest cost to carry any securities purchased and/or impose late fees.
- 14. Fees and Commissions.** I agree to the applicable fees and commissions as indicated on U.S. Bancorp Investments' schedule of fees and commissions and as may be amended from time to time. U.S. Bancorp Investments will furnish to me a copy of its current schedule upon my request.
- 15. Governing Law.** This Agreement and its enforcement will be governed by the laws of the State of Minnesota.
- 16. Investment Advisory Account.** If this account is an investment advisory account, U.S. Bancorp Investments is the investment adviser for the account and may also be the custodian of the securities within the account.
- 17. Joint Accounts.** In the case of joint accounts, each of us shall be fully and completely liable for any obligations and losses of such account and any amounts due U.S. Bancorp Investments. Each of us has full power and authority to make purchases and sales, withdraw money and securities and other property from such account and to do anything else with reference to such account; provided, however, that for some transactions U.S. Bancorp Investments reserves the right, in its discretion, to require the signatures of all joint owners.
- 18. Margin Loans and Options.** Margin loans, if any, shall be made by U.S. Bancorp Investments. I shall not request any margin loans or option transactions without first complying with all requirements of U.S. Bancorp Investments. For IRA accounts, margin loans are not permitted and will not be made by U.S. Bancorp Investments. Option transactions may be permitted in IRA accounts and must comply with regulations governing option trading.
- 19. Monitoring of Call Notices.** U.S. Bancorp Investments is required to use only reasonable care to monitor call notices published by a reporting service relating to securities held by it in nominee name for my account; U.S. Bancorp Investments does not have any obligation to monitor call notices published in any other publications or relating to securities held by it in my name, which remain my responsibility.
- 20. My Reporting Obligation.** In the interest of better client service and for our mutual protection, I agree to immediately report any trades and transactions that were executed without my prior authorization; any transactions that I believe to be inappropriate given my investment objectives; any transactions which are not properly reflected on my confirmation or monthly statement; or any other activities or omissions by U.S. Bancorp Investments or its agents or employees that I believe to be improper. Such communication will be directed to the Compliance Department.
- 21. Notification of Changes.** I agree to notify U.S. Bancorp Investments immediately of any changes to the representations I have made in this Agreement.
- 22. Paying for an Annuity or Insurance Product by Check.** For accounts other than Personal Portfolio, IRA or AMA, if paying for an annuity or other insurance product by check which is not deposited into a U.S. Bancorp Investments account or U.S. Bank account, the check may be deposited into a U.S. Bancorp Investments processing account. The check proceeds will not be invested and will remain in such account until all paperwork is complete and reviewed. In addition, any funds deposited into such processing account will not earn interest during the time the funds remain in any U.S. Bancorp Investments processing account. Funds deposited in a U.S. Bancorp Investments account or U.S. Bank account may earn interest depending on the account terms. In the event U.S. Bancorp Investments determines that the proposed annuity or insurance product purchase cannot be completed for any reason, then if the funds were in a U.S. Bancorp Investments processing account, the funds will be returned to the client by check and no interest shall be due.
- 23. Order Routing and Payment for Order Flow.** U.S. Bancorp Investments, Inc., transmits client orders for execution to broker/dealers or market centers based on certain factors. These include, but are not limited to, trading characteristics of the security, the broker/dealer or market center's core competencies and quality of execution obtained. Further order routing information will be made available, upon customer request, for a six-month lookback period

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from the date the request is received. U.S. Bancorp Investments, Inc., reserves the right at its sole discretion to decline to accept any order or change its requirements for certain securities or classes of securities without advance notice such as low priced and pink sheet securities. U.S. Bancorp Investments, Inc., does not receive payment for order flow.

**24. Agreement to Indemnify and Hold Harmless.** I, individually and for my heirs, successors, assigns and agents agree to indemnify and hold harmless each of: U.S. Bancorp Investments, Inc., its affiliates and their respective shareholders, directors, officers, employees and agents, from any and all liability of any nature whatsoever (including, without limitation, legal fees and expenses, amounts paid in settlement of any claims, interest and any fines or penalties imposed by any exchange, self-regulatory organization or governmental agency), known or unknown, with respect to me or my account or any transaction or position therein or as a result of my violation of any of your material representations, agreements or obligations under this Agreement, except to the extent that such liability, damage, cost or expense arises out of U.S. Bancorp Investments' negligence, willful misconduct, fraud or other nonwaivable claims under federal and state securities laws. I agree to pay and authorize U.S. Bancorp Investments to charge me for any direct or indirect costs of collection, defense and enforcing any of our rights under this Agreement including, but not limited to, interest, legal fees, court costs and other expenses.

**25. Pre-Dispute Arbitration Agreement.** I understand and acknowledge that:

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

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.

**I agree that any controversy arising out of or relating to my account, to transactions with or for me or to this Agreement or the breach thereof, whether executed or to be executed within or outside of the United States, and whether asserted against U.S. Bancorp Investments and/or its present or former agents or employees, will be settled by arbitration before and in accordance with the then-current rules of the Financial Industry Regulatory Authority. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this Agreement, the arbitrability of disputes under this Agreement shall be governed by the Federal Arbitration Act.**

- 26. Payment of Obligations Upon Demand.** I will discharge my obligations to U.S. Bancorp Investments upon demand and pay amounts due U.S. Bancorp Investments, including costs and expenses of collection and attorneys' fees incurred in connection with collection.
- 27. Recording of Telephone Conversations.** For our mutual protection, U.S. Bancorp Investments and its agents may record our telephone conversations by electronic recording equipment. This authorization constitutes standing and continuing permission to record all telephone conversations. U.S. Bancorp Investments need not give me specific notice of the recording of any particular telephone conversation.
- 28. Set Off and Other Rights of U.S. Bancorp Investments.** In the event that: (a) the margin of any of my accounts shall not meet your requirements; (b) I fail to pay any fees for U.S. Bancorp Investments services within thirty (30) days after they become due or, in any event, prior to closing my account; (c) a petition in bankruptcy or for the appointment of a receiver shall be filed by or against me; (d) an attachment or garnishment shall be levied or served with respect to any of my accounts; (e) I (if an individual account) shall die; or (f) U.S. Bancorp Investments shall deem it necessary for its protection, U.S. Bancorp Investments is then hereby authorized, in its sole discretion to: (i) close out any accounts; (ii) buy any and all securities which may be short in such accounts; (iii) close any or all outstanding contracts; (iv) reduce or satisfy any indebtedness of me to U.S. Bancorp Investments by selling, at public or private sale, any or all of the securities or other property which may be in your possession, or which may be carried by you for me (either individually or jointly with others); or (v) buy, at public or private sale, any and all securities sold for my account but not received from me. Any or all of the foregoing options may be undertaken by U.S. Bancorp Investments without advertising the same and without prior tender or notice to or demand upon me. Upon any sale other than a private sale, U.S. Bancorp Investments may purchase the whole or any part thereof for your own account. No specific tender, demand or notice, nor any failure on the part of U.S. Bancorp Investments to exercise such right to reduce or satisfy any such indebtedness shall invalidate the waiver of tender, stamp taxes, U.S. Bancorp Investments shall apply the net proceeds to the payment of my obligations to U.S. Bancorp Investments, and I shall remain liable for deficiency remaining in such accounts.
- 29. Severability.** If any provision or condition of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision or condition, and the validity of the remaining provisions and conditions will not be affected.
- 30. Sharing of Information.** U.S. Bancorp Investments may not share my non-public personal information with any unaffiliated third parties except as permitted by law or pursuant to my consent. U.S. Bancorp Investments may share my transaction experience and

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other non-public information with its affiliates, provided I have not made written objection to such sharing directly to U.S. Bancorp Investments.

**31. Sweep Account Authorization.** I consent to any uninvested cash balances in my account, for which no interest is otherwise earned or paid, be transferred into a cash sweep vehicle offered by U.S. Bancorp Investments, Inc., until such balances are invested by me or otherwise needed to satisfy obligations relating to my account. The broker-dealer may change the products available under the sweep program.

**32. Withholding.** If the IRS has notified the applicant that the applicant is subject to backup withholding as a result of a failure to report all interest or dividends, such must be disclosed on this application. U.S. Bancorp Investments is not a tax advisor and recommends that the applicant seek competent tax advice regarding backup withholding before signing this application.

**33. Liquidation Requests.** If you want to sell one or more of the securities in your account, please contact your Wealth Management Advisor, call Wealth Management Advisory and Service Center or submit your request online. Because the value of securities is subject to market fluctuation, U.S. Bancorp Investments cannot accept your written request to sell the securities in your account. In the event that you move your account to another firm, U.S. Bancorp Investments also cannot accept a written request from that firm to sell the securities in your account.

**34. Order Handling and Review.** I understand that certain orders may be subject to manual review and entry as part of U.S. Bancorp Investments normal order handling process. These reviews may cause delays in the execution of my orders and may cause my orders to be executed at prices that are different from the price quotes obtained when the order was entered. I understand that U.S. Bancorp Investments reserves the right, at its sole discretion, to decline to accept any order or change its requirements for certain securities or classes of securities without advance notice.

I understand that U.S. Bancorp Investments, at its sole discretion and without prior notice to me, may prohibit or restrict my ability to trade. U.S. Bancorp Investments cannot guarantee requests to cancel or modify an order. U.S. Bancorp Investments may receive late and/or erroneous trade reports from the marketplace where my order is executed, which may result in an adjustment to my order or the information on a trade execution reported to me.

U.S. Bancorp Investments discourages accounts that are solely established for the delivery and sales of the over-the-counter bulletin board and pink sheet securities (non-listed equities). I understand that accounts used predominantly in this fashion may be subject to closure.

I understand that U.S. Bancorp Investments shall not be liable in connection with entering, executing, handling, selling or purchasing securities or orders for your account except for gross negligence or willful misconduct on the part of U.S. Bancorp Investments.

**35. Transaction Review.** I understand that certain transactions may be subject to review and must be in good order before approved by U.S. Bancorp Investments and processed; such reviews could cause a delay in processing. In addition, transactions not in good order can potentially cause delays. I acknowledge and agree to accept any risks arising from such delay.

**36. Account Location.** For any subpoena, levy, bankruptcy, garnishment or similar requests, your account is located in the last known State of residence in your physical address of record. You are responsible for updating your physical address of record.

**37. Unclaimed Property Notice.** State law deems an account to be dormant when there is no owner-generated activity and/or there is an invalid mailing address during a statutorily prescribed time period. Owner-generated activity varies by State law. If we are unable to locate you and no owner-generated activity occurs in your account within the time period specified by State law, we may be required to turn over Property in your account (i.e., assets) to your last known State of residence, or if none, to the State of Delaware. Per State and Federal regulation, U.S. Bancorp Investments may liquidate account holdings for this process which may have/pose financial, tax or other implications for you.

After we turn funds over to the State, we have no further liability to you for the funds and/or securities. You must apply to the appropriate State agency to claim your funds. U.S. Bancorp Investments is not responsible for loss of funds due to property (i.e., assets) being reported to the State.

**38. Callable Securities Allocation Procedures.** In the event a security is partially called or redeemed by the issuer, U.S. Bancorp Investments will use a fair and impartial selection process to determine accounts and amount of securities per account to be redeemed. We will provide a hard copy of the allocation procedures upon your request, or you may visit [https://www.usbank.com/dam/documents/pdf/wealth\\_management/callable-securities-allocation.pdf](https://www.usbank.com/dam/documents/pdf/wealth_management/callable-securities-allocation.pdf) to obtain these procedures.

**39. Self-Directed Brokerage Account.** If this account is a self-directed brokerage account, you make and place any trades within the account on your own, either online or, for an additional fee, by phone through the Wealth Management Advisory Service Center. U.S. Bancorp Investments will act as broker for purposes of buying and selling securities based on client's orders and instructions. U.S. Bancorp Investments does not give investment advice, tax advice, legal advice or make recommendations for the purchase or sale of securities in a self-directed brokerage account.

**40. Accounts Established Under the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act ("UTMA/UGMA").** An account established under a state's UTMA/UGMA is controlled by a custodian for the use and benefit of a "minor" beneficiary who owns the funds. Only the custodian is authorized to act on the account, however, we may disclose account information to the minor or their authorized representative. If you are the custodian or successor custodian of an account under a state's UTMA/UGMA, you agree to comply with all applicable laws, including those related to use of the funds. When the minor reaches the age of distribution under the applicable UTMA/UGMA law, you must transfer any funds in the account to the minor. If you fail to transfer funds to the minor as required, we may, at our sole discretion, limit transactions on the account or pay remaining funds to the minor. You agree that it is your responsibility as custodian to consult your own legal or tax advisor about the governing state law.

**41. Securities Handling.** Securities will be held in street name unless client requests otherwise in writing. Please be advised that not all securities can be converted to a physical certificate, and that a fee applies for each requested physical certificate. Processing fees will be charged for each certificate.

**42. ERISA Fiduciary Acknowledgment.** When we provide investment advice to you regarding your Retirement Accounts, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing Retirement Accounts. Retirement Accounts are retirement and other qualified accounts (including workplace retirement plans, IRAs, SEPS, SIMPLE IRAs, educational savings accounts and other similar accounts). The way we make money creates certain conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours.

Under this special rule's provisions, when providing certain investment recommendations, we must also:

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- Meet a professional standard of care (give prudent advice);
- Not put our financial interests ahead of yours (give loyal advice);
- Avoid misleading statements about our conflicts of interest, fees and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about our conflicts of interest.

Limitations to our Acknowledgment of Fiduciary Status

This fiduciary acknowledgment does not create an ongoing duty to monitor your accounts or create or modify a contractual obligation or fiduciary status under any state or federal laws other than the retirement laws. Not all services or activities that we provide to your Retirement Accounts constitute fiduciary investment advice subject to the provisions above. As examples, we are not fiduciaries under the retirement laws when we provide:

- General information and education about the financial markets, asset allocations, financial planning illustrations and the advantages and risks of particular investments;
- General information and education about issues and options that should be considered when deciding whether to rollover or transfer Retirement Account assets to us;
- Recommendations about investments held in accounts that are not Retirement Accounts (i.e., taxable accounts) or held in accounts at financial institutions other than U.S. Bancorp Investments;
- Recommendations that you execute at another financial institution;
- Transactions or trades you execute without a recommendation from us (e.g., unsolicited trades), or that are contrary to, or inconsistent with, our recommendation; and
- Recommendations that do not meet the definition of fiduciary "investment advice" in Department of Labor regulation section 2510.3-21. For your information, fiduciary investment advice means investment advice for a fee or other compensation rendered on a regular basis pursuant to a mutual understanding that such advice will serve as a primary basis for your investment decision, and that will be individualized to the particular needs of your IRA or plan account.

Individual Retirement Account ("IRA") Rollovers

We provide (1) general information and education to you about the factors to consider when deciding whether to move retirement assets to U.S. Bancorp Investments, or (2) a recommendation that you move your retirement assets to U.S. Bancorp Investments. If we provide you with a recommendation to roll assets out of an employer plan, you understand and agree that our analysis of the costs and services to your retirement plan, as compared to the costs and services U.S. Bancorp Investments provides, depends on the information you provide to us. You are responsible for updating us promptly if your investment objectives, risk tolerance and financial circumstances change.

IRA to IRA Transfers

If your Financial Advisor recommends that you move assets from an IRA at another financial institution to U.S. Bancorp Investments, he or she is required to consider, based on the information you provide, the reasons why the transfer is in your best interest. If your Financial Advisor makes an IRA to IRA transfer recommendation, he or she has determined that the recommendation is in your best interest because:

- Different services and/or other benefits (including asset consolidation and holistic advice and planning) can be achieved with the U.S. Bancorp Investments IRA;
- Differences between the investment options between the current and proposed IRA; and

- The costs associated with the U.S. Bancorp Investments IRA are justified by these services and benefits.

Asset Transfers Between Account Types

**1. Transfer of IRA Brokerage Assets to Advisory Account**

If your Financial Advisor recommends that you add retirement assets to an advisory account at U.S. Bancorp Investments, he or she determined it is in your best interest based on your stated investment profile because:

- The account services and features include one or more of the following: ongoing account monitoring, discretionary management, holistic investment advice, access to affiliated/ third party managers and automatic account rebalancing; and
- The asset-based costs associated with U.S. Bancorp Investments advisory account(s) are justified by these services and features.

**2. Transfer of IRA Advisory Assets to Brokerage Account**

If your Financial Advisor recommends that you add retirement assets to a brokerage account at U.S. Bancorp Investments, he or she determined it is in your best interest based on your stated investment profile because:

- The account services and features include one or more of the following: low account minimum (although certain investment products have minimum investment amounts), fees are paid on a transactional basis, and the ability to maintain concentrated and illiquid positions; and
- The transaction-based costs associated with U.S. Bancorp Investments brokerage account(s) are justified by these services and features.

Notwithstanding whether a recommendation has been made, you understand and agree that with respect to any assets you decide to move into a brokerage or advisory account, you must: (1) evaluate the investment and non-investment considerations important to you in making the decision; (2) review and understand the fees and costs associated with the account; (3) recognize that higher net fees (if applicable) will reduce your investment returns and ultimate retirement assets; and (4) understand the conflicts of interest raised by the benefits to U.S. Bancorp Investments and its employees resulting from your decision to move assets into the account.

More Information Regarding Fees, Services and Conflicts

For a description of our fees, services and conflicts of interest, please refer to the following documents:

- **U.S. Bancorp Investments' Form CRS (Client Relationship Summary):** [usbank.com/crs](http://usbank.com/crs)
- **Guide to Brokerage Recommendations: A Best Interest Disclosure:** [usbank.com/best-interest](http://usbank.com/best-interest)
- **Form ADV Part 2A Appendix 1 (Wrap Brochures):** <https://adviserinfo.sec.gov/firm/brochure/17868>

**43. Resolving Account Disputes and Adverse Claims.**

If a dispute arises concerning your U.S. Bancorp Investments account (including, for example, a dispute over who is an authorized signer or owner), or if U.S. Bancorp Investments believes we have a claim against you or we have or receive a claim by a third party (including our affiliates) to all or a portion of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your account, or if we have concerns regarding your account or the use of your account, U.S. Bancorp Investments has the right to place a hold on trading or disbursing all or any portion of the property in your account until the dispute, claim or concern is resolved to our satisfaction. U.S. Bancorp Investments will not be liable to you if the hold we place on your account leaves insufficient funds to cover outstanding items or results in a change in value due to market volatility. For purposes

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of this section, “account” includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, brokerage and revocable trust accounts). If resolution of the dispute or claim determines that you are not the rightful owner of some or all of the property, U.S. Bancorp Investments may remove that property from the account. If the dispute, claim or concern remains unresolved, you agree that U.S. Bancorp Investments may at our option deposit the property in your account with a court and ask the court to determine to whom the property belongs. If we deposit your property with a court or otherwise

engage in a legal proceeding to resolve the dispute, claim or concern, you agree that we may charge your account for our costs, including attorneys’ fees and expenses.

**44. Deposit Holds.**

U.S. Bancorp Investments reserves the right to place a hold on trading or disbursing your deposited funds for a time determined at our discretion. Hold times will vary depending on the type of deposit (i.e., Check, Wire, ACH).