

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.

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 or joint account or an 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 a 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 a SIPC brochure, please see www.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, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, where the transactions are executed and applicable federal and state laws, rules and regulations as well as all applicable rules and regulations of FINRA.
- 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 27 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, attorney's 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 for beneficiaries other than the account holder's spouse total more than 50% 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 as the default 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 1.800.888.4700. 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

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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 unsuitable 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 transmits client orders for execution to particular broker/dealers or market centers based on a number of factors. These include trading characteristics of the security and availability of efficient automated transaction processing. Listed equity securities will post on registered national securities exchanges. U.S. Bancorp Investments will route most of its orders for the over-the-counter equity securities to selected market makers. Market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. U.S. Bancorp Investments does not receive payment for order flow.
- 24. 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 attorney's fees incurred in connection with collection.
- 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.

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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. 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.

27. 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.

28. 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.

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

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

Products and services available through U.S. Bancorp Investments, Inc., and U.S. Bancorp Insurance Services, LLC, are:

- Not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, the bank, or an affiliate of the bank.
- Not guaranteed by or a deposit or other obligation of the bank or an affiliate of the bank.
- Subject to investment risk including the possible loss of value of principal invested.

The following disclosures pertain to products purchased with U.S. Bancorp Investments, Inc. or U.S. Bancorp Insurance Services, LLC, now or in the future.

INFORMATION YOU SHOULD KNOW

1. U.S. Bancorp Investments, U.S. Bank N.A. and affiliates are not tax or legal advisors. As with all transactions that may result in tax consequences, tax or legal advice should be sought to discuss particular circumstances.
2. Tax-exempt bonds may not be an efficient investment for certain tax-advantaged accounts, such as an IRA or 401k, as the tax-advantages of such accounts render the tax-exempt features of municipal bonds redundant. Furthermore, since withdrawals from most of those accounts are subject to tax, placing a tax-exempt bond in such an account has the effect of converting tax-exempt income into taxable income.
3. Disclosures in the prospectus of the First American Funds regarding the affiliation of U.S. Bancorp Investments and U.S. Bancorp have been noted. U.S. Bancorp Asset Management, Inc., formerly known as FAF Advisors, Inc., is a subsidiary of U.S. Bank National Association and serves as investment advisor to First American Funds. First American Funds are distributed by Quasar Distributors, LLC, an affiliate of U.S. Bancorp.
4. If U.S. Bancorp Investments is unable or unwilling to service an existing investment that is currently held outside of U.S. Bancorp Investments, U.S. Bancorp Investments or the representative will advise the client of this fact, as well as the option that the client may have to continue to hold the investment at the client's prior firm, before recommending that the client liquidate or surrender the investment.
5. Any action taken, such as the sale or liquidation of certain products may have tax consequences, early withdrawal penalties, or other costs or penalties and may be impacted by current market conditions.
6. U.S. Bancorp Investments, Inc., and U.S. Bancorp Insurance Services, LLC, collectively referred to as U.S. Bancorp Investments, prohibits employees from certain behaviors and practices. Should you notice any of the behaviors described below, please contact U.S. Bancorp Investments at 1-800-888-4700.
 - U.S. Bancorp Investments does not allow representatives or agents of U.S. Bancorp Investments to accept client checks made payable to the representative or agent or to any business name other than U.S. Bancorp Investments or the insurance carrier or mutual fund company where the investment is being made.
 - Representatives and agents of U.S. Bancorp Investments are not permitted to request cash as payment for an investment or insurance product, nor may representatives or agents of U.S. Bancorp Investments accept cash payment. Similarly, representatives or agents of U.S. Bancorp Investments may not borrow money from a client or loan money to a client for any reason.
 - Representatives and agents may not guarantee profits or performance of an investment product or variable insurance contract, nor may representatives or agents of U.S. Bancorp Investments instruct a client not to speak to anyone except the representative/agent about concerns or issues.

GENERAL PRODUCT ACKNOWLEDGMENT

529 PLANS. State plans may offer residents state tax incentives that are unavailable to non-residents. Investors should consult a tax advisor to determine tax suitability.

EXCHANGE TRADED FUNDS. Exchange Traded Funds (ETFs) typically derive their value from an underlying basket of securities. Because ETFs trade intra-day, prices are impacted by supply and demand, and it is possible for an ETF to trade at a price that does not reflect the value of the underlying securities. Risk factors will vary significantly and may be greater in ETFs that use complex or alternative strategies such as leveraging or short selling. Risk evaluation requires a complete understanding of the underlying securities, and investors should carefully review an ETF to ascertain fund-specific suitability information.

CLOSED-END FUNDS. Closed-end funds may not redeem shares on a daily basis. The fund may not list its shares on any securities exchanges, and there is no assurance that any secondary market will develop for the fund's shares. See prospectus for details.

MONEY MARKET MUTUAL FUNDS. Money market funds seek to preserve the value of your investment at \$1.00 per share. However, it may be possible for the value to fall below \$1.00 per share and for you to lose money by investing in the fund. While there have been instances where affiliates of money market funds have purchased stressed assets or otherwise provided monetary support to money market funds to preserve the \$1.00 per share value, such support is not guaranteed to occur.

UNIT INVESTMENT TRUSTS (UIT). UITs are comprised of a fixed portfolio of securities that are not actively managed. UITs are generally liquid through sales on the secondary market or redemption through the issuer. Liquidation value may be affected by market conditions, sales charges, or other applicable charges and fees. UITs are not suitable for short-term investment goals. Many UITs offer pricing discounts based on the number of shares purchased, similar to mutual fund breakpoints. These discounts may apply to household aggregates of shares purchased on the same day. Refer to the product prospectus to determine discount eligibility.

BROKERED CERTIFICATE OF DEPOSIT (CD). Unlike a traditional bank CD offered through U.S. Bank, the market value of a brokered CD offered through U.S. Bancorp Investments may fluctuate daily based on prevailing interest rates. This may cause the CD to be worth more or less than face value. Current market values are included on the monthly brokerage account statement.

U.S. TREASURY SECURITIES. U.S. Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the U.S. Government. The net asset value of mutual funds that invest in U.S. Treasury securities may fluctuate daily. If liquidated prior to maturity, proceeds may be worth more or less than original principal investment.

HIGH YIELD BONDS. High Yield Bonds are debt instruments that carry a lower credit rating than traditional investment grade bonds. While lower credit rated securities may offer higher interest rates, they also carry additional risks including potential illiquidity and increased price volatility.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Yields on CMOs are subject to fluctuation depending on the speed with which the underlying receivables prepay. The CMO Disclosure form will provide specific information about factors that affect yield.

COMPLEX PRODUCTS. Any product with multiple features that affect its investment returns under different scenarios may be considered a complex product. This includes products with embedded derivative components, securities backed by collateral pools, products with contingent gains or losses, product structures that may lead to unpredictable returns, or investments tied to the performance of markets that may not be well understood. Complex products present additional risks to investors because factors in addition to market forces may affect performance. Investors should review the product prospectus for specific information regarding all associated risks and on how returns are calculated.

PENNY STOCKS. Representatives of U.S. Bancorp Investments, Inc., do not actively solicit the purchase of penny stocks. Clients may purchase penny stocks through U.S. Bancorp Investments on an unsolicited basis. Clients considering penny stocks should carefully weigh associated risks which may include limited liquidity, excessive volatility, low market correlation, high commissions, and even loss of entire investment.

PRODUCT PARTNERS. U.S. Bancorp Investments uses a formal due diligence process to evaluate product partners who seek to distribute their products through our firm. We select only those product partners who match our required criteria and strive to deliver the highest client service and satisfaction. These partners provide financial contributions to U.S. Bancorp Investments. Contributions are used to support a number of functions, including but not limited to product marketing and training of financial professionals. These contributions are not paid out of fund assets and are therefore not paid directly by the client. Full disclosure may be accessed through www.usbfs.com/cgi_w/cfm/invest/products_and_services.

ROLLOVER IRA. U.S. Bancorp Investments can assist clients with IRA Rollovers. However, keep in mind that a rollover of qualified plan assets into an IRA is not your only option. Before deciding whether to keep assets in your current employer's plan, to roll assets to a new employer's plan, to take a cash distribution, or to roll assets into an IRA, clients should be sure to consider potential benefits and limitations of all options. These include total fees and expenses, range of investment options available, penalty-free withdrawals, availability of services, protection from creditors, RMD planning, and taxation of employer stock. Discuss rollover options with your tax advisor for tax considerations.

I. Summary

Under the U.S. Bancorp Investments, Inc. Sweep Program (the "Sweep Program"), uninvested cash balances in your account are swept into a cash account offered by U.S. Bancorp Investments, Inc. ("USBI," "we" or "us") until these balances are invested by you or otherwise needed to satisfy obligations relating to your account.

The cash investment used will vary by account type.

The Sweep Vehicles at USBI include:

- Brokerage: Bank Deposit Program
- Advisory: Money Market Mutual Funds (See Appendix A)
- Asset Management Account (AMA): Money Market Mutual Funds (See Appendix A)

You can elect not to participate in the Sweep Program and/or periodically invest cash balances directly in available money market funds or other products offered as direct investments outside of the Sweep Program by providing instructions to your Wealth Management Advisor or contacting Wealth Management Brokerage Services. Note: if you elect not to participate in the Sweep Program, accruing cash balances will not earn a rate of return prior to direct investment. In addition, available cash will not be automatically swept into any money market fund or other investment that you purchase outside of the Sweep Program.

II. Bank Deposit Program Disclosure Statement for Brokerage Accounts

A. Introduction

Through the Bank Deposit Program (the "Program"), USBI will automatically deposit, or "sweep", available cash balances in a securities brokerage account at USBI ("Brokerage Account") into one or more interest-bearing deposit accounts (the "Deposit Accounts") at U.S. Bank National Association ("U.S. Bank"), a bank affiliated with USBI whose deposits are insured by the Federal Deposit Insurance Corporation ("FDIC"). Please refer to the section titled "C. Operation of the Program" for more information.

Available cash in your Brokerage Account will be deposited into U.S. Bank without limit and without regard to the FDIC insurance limit.

USBI will act as your agent and custodian in establishing and maintaining the Deposit Accounts at U.S. Bank. Although the Deposit Accounts are obligations of U.S. Bank and not USBI, you will not have a direct relationship with U.S. Bank. All deposits and withdrawals will be made by USBI on your behalf. Information about your Deposit Accounts may be obtained from USBI, not U.S. Bank.

FDIC Deposit Insurance Available on Your Deposit Accounts

Funds on deposit at U.S. Bank are eligible for deposit insurance from the FDIC up to \$250,000 (including principal and accrued interest) per depositor in each insurable capacity in which you hold your Brokerage Account in accordance with applicable FDIC rules.

Any deposits (including certificates of deposit) that you maintain in the same insurable capacity directly with U.S. Bank or through an intermediary (such as USBI or another broker), regardless of the

number of accounts, will be aggregated with funds in your Deposit Accounts at U.S. Bank for purposes of the FDIC insurance limit. You are responsible for monitoring the total amount of deposits that you have with U.S. Bank in order to determine the extent of FDIC insurance coverage available to you.

Neither USBI nor its affiliates, including U.S. Bank, are responsible for any insured or uninsured portion of the Deposit Accounts at U.S. Bank.

You should review carefully the section titled "I. Information About FDIC Insurance" which includes examples of insurable capacities and other tools.

No SIPC Protection

Balances maintained in the Deposit Accounts at U.S. Bank are not eligible for coverage by the Securities Investor Protection Corporation ("SIPC"). You should review carefully the section titled "J. Securities Investor Protection Corporation Coverage."

Interest on the Deposit Accounts

Interest on the Deposit Accounts will accrue daily and be credited monthly. Interest rates paid on the Deposit Accounts may change daily. Information regarding current interest rates is available online at www.usbank.com/usbi/rates or by calling your Wealth Management Advisor or Wealth Management Brokerage Services. For more information on interest rates on the Deposit Accounts, refer to the section titled "E. Interest on Balances in the Deposit Accounts" for more information.

Fees and Conflicts of Interest

USBI receives a fee from U.S. Bank that is equal to a portion of the difference between the interest paid and other costs incurred by U.S. Bank on bank deposits, and the interest or other income earned on U.S. Bank's loans, investments and other assets for each Brokerage Account that sweeps through the Program.

USBI and U.S. Bank will receive certain additional benefits in connection with the Program. You should review the sections titled "H. Information About Your Relationship with USBI and U.S. Bank – Compensation to USBI" and "H. Information About Your Relationship with USBI and U.S. Bank – Benefits to USBI and U.S. Bank."

B. Eligibility

All Brokerage Accounts are currently eligible for the Program. Advisory Accounts and AMA Accounts are not eligible for the Program.

If you have questions regarding your eligibility for the Program, please contact your Wealth Management Advisor or Wealth Management Brokerage Services. USBI, in its discretion, may deem a customer to be ineligible for the Program if USBI becomes aware that the customer is prohibited as a matter of law from holding funds at U.S. Bank.

C. Operation of the Program

Establishment of, and Deposits Into, the Deposit Accounts

The Program makes available to you a demand deposit account ("DDA"). The DDA is non-transferable.

When funds are first available for deposit, USBI, as your agent, will open a DDA on your behalf at U.S. Bank. As your agent, USBI will deposit available cash balances in your DDA at U.S. Bank without limit and without regard to the \$250,000 FDIC insurance limit.

U.S. Wealth Management - U.S. Bancorp Investments is a marketing logo for U.S. Bancorp Investments.

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 products and services 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.

USBI reserves the right to link a money market deposit account ("MMDA") – a type of savings deposit – to your DDA at U.S. Bank. Like the DDA, the MMDA will be non-transferable.

If an MMDA is linked to your DDA, when funds are first available for deposit, USBI, as your agent, will open an MMDA linked to the DDA on your behalf at U.S. Bank. As your agent, USBI will deposit available cash balances in your MMDA at U.S. Bank without limit and without regard to the \$250,000 FDIC insurance limit. As necessary to satisfy withdrawals, funds will be transferred from your MMDA to the related DDA at U.S. Bank, and withdrawals will be made from the DDA. USBI, in its discretion, may determine a minimum, or "threshold," amount to be maintained in your DDA to satisfy debits in your brokerage account.

Withdrawal Procedures

All withdrawals from your Deposit Accounts necessary to satisfy debits in your Brokerage Account will be made by USBI as your agent from your DDA. A debit is created to satisfy a securities purchase or a request for a withdrawal of funds from your Brokerage Account and, if applicable, when you make payments to other financial institutions via electronic funds transfer.

If an MMDA is linked to your DDA, and funds in your DDA are insufficient to satisfy a debit, USBI will transfer funds from your MMDA to your DDA to satisfy the debit, plus funds to maintain any threshold amount that we and U.S. Bank elect to maintain in your DDA.

Withdrawals from your Deposit Accounts can only be made by USBI as your agent. **You will have no direct access to your Deposit Accounts.**

There are no limits on the number of withdrawals from a DDA. Federal banking regulations limit the number of transfers from an MMDA to six (6) during a monthly statement cycle. At any point during a month in which transfers from your MMDA have reached the applicable limit, all funds will be transferred from your MMDA to your DDA until the end of that month. At the beginning of the next month, funds on deposit in your DDA will be transferred to your MMDA, less any threshold balance we and U.S. Bank elect to maintain in your DDA. The limit on MMDA transfers will not limit the number of withdrawals USBI will make for you from funds on deposit at U.S. Bank or the amount of FDIC insurance coverage for which you are eligible.

Prior Written Notice of Withdrawal

As required by federal banking regulations, U.S. Bank reserves the right to require seven (7) days' prior written notice before permitting a withdrawal or transfer of funds from an MMDA. The prior written notice regulation is not applicable to the DDA. U.S. Bank has indicated to USBI that they have no intention of exercising this right at the present time.

D. Changes to the Program

USBI may modify the Program at any time by changing the eligibility for the Program, changing the terms and conditions, and adding or changing banks into which the available cash in your Brokerage Account will be deposited. You will receive notification in advance of such changes.

E. Interest on Balances in the Deposit Accounts

Interest rates on the Deposit Accounts may vary and are impacted by several factors, including the amount paid on deposits by U.S. Bank, costs incurred and revenue retained by USBI, market environment, competitive factors and other factors. The same rate of interest will be paid on your DDA and if established, your MMDA.

You may contact your Wealth Management Advisor, Wealth Management Brokerage Services or access our web site at www.usbank.com/usbi/rates to determine the current interest rate on the Deposit Accounts and other sweep investments we offer. Interest rates may change daily and will be available on the business day the rates are set. Interest will accrue on your Deposit Account balances from the day funds are deposited into the Deposit Accounts at U.S. Bank through the date of withdrawal from the Deposit Accounts at U.S. Bank. Interest will accrue daily and be credited monthly.

The interest rate on the Deposit Accounts may be higher or lower than the interest rates available to depositors making deposits directly with U.S. Bank or other depository institutions in comparable accounts or for investments in money market funds and other cash equivalent investments available through USBI. USBI has no obligation to ensure you receive a particular rate or the highest rate available. You should compare the terms, interest rates, required minimum amounts, charges and other features of the Deposit Accounts with other accounts and alternative investments. Alternative investments may not be FDIC insured.

F. Information About Your Deposit Accounts

You will not receive a confirmation of each deposit into and withdrawal from your Deposit Accounts. All transactions in your Deposit Accounts will be confirmed on your periodic Brokerage Account statement.

For each statement period, your Brokerage Account statement will reflect:

- Deposits and withdrawals made through the Sweep Program
- The opening and closing balances of the Deposit Accounts at U.S. Bank
- The interest rate and interest earned on your Deposit Accounts balances

USBI, and not U.S. Bank, is responsible for the accuracy of your statement. Your Wealth Management Advisor or Wealth Management Brokerage Services can assist you in understanding your Brokerage Account statement and can answer any questions you may have about your statement.

You may obtain information about your Deposit Accounts, including balances and the current interest rates, by calling your Wealth Management Advisor, Wealth Management Brokerage Services or by accessing your Brokerage Account online.

G. Notices

All notices to you regarding the Program may be by means of a letter, an entry on your periodic Brokerage Account statement, an insert to your Brokerage Account statement, an entry on a trade confirmation or by other means, including by email or other electronic communication.

H. Information About Your Relationship with USBI and U.S. Bank Relationship with USBI

USBI is acting as your agent in establishing and as your custodian in holding the Deposit Accounts at U.S. Bank, depositing funds into the Deposit Accounts, withdrawing funds from the Deposit Accounts, and transferring funds among the Deposit Accounts. Deposit Accounts ownership will be evidenced by a book entry on the account records of U.S. Bank and by records maintained by USBI as your custodian. No evidence of ownership, such as a passbook or certificate, will be issued to you. Your Brokerage Account statements will reflect the balances in your Deposit Accounts at U.S. Bank. You should retain the Brokerage Account statements for your records. You may at any time obtain information about your Deposit Accounts by contacting your Wealth Management Advisor or Wealth Management Brokerage Services.

Unless you establish the Deposit Accounts directly with U.S. Bank as described below, all transactions with respect to your Deposit Accounts must be directed by USBI and all information concerning your Deposit Accounts can only be obtained from USBI. U.S. Bank has no obligation to accept instructions from you with respect to your Deposit Accounts or provide you with information concerning your Deposit Accounts.

USBI may, in its sole discretion, terminate your use of the Deposit Accounts as a sweep investment option. If USBI terminates your use of the Deposit Accounts as a sweep investment option, you may establish a direct depository relationship with U.S. Bank, subject to its rules with respect to maintaining deposit accounts.

Similarly, if you decide to terminate your participation in the Program, you may establish a direct relationship with U.S. Bank by requesting to have your Deposit Accounts established in your name at U.S. Bank, subject to U.S. Bank's rules with respect to establishing and maintaining deposit accounts.

Establishing a direct relationship as described above in your name with U.S. Bank will separate your Deposit Accounts from your Brokerage Account. Your Deposit Accounts balances will no longer be reflected in your Brokerage Account statement, and USBI will have no further responsibility concerning your Deposit Accounts.

Relationship with U.S. Bank

As described above, you will not have a direct account relationship with U.S. Bank. However, each Deposit Account constitutes an obligation of U.S. Bank and is not directly or indirectly an obligation of USBI. You can obtain publicly available financial information concerning U.S. Bank at www.ffiec.gov/nic or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703.562.2200. USBI does not guarantee in any way the financial condition of U.S. Bank or the accuracy of any publicly available financial information concerning U.S. Bank.

Compensation to USBI

USBI receives a fee from U.S. Bank that is equal to the difference between the interest paid and other costs incurred by U.S. Bank on bank deposits, and the interest or other income earned on U.S. Bank's loans, investments and other assets for each Brokerage Account that sweeps through the Program. The amount of fees received by USBI, if any, may affect the interest rate paid on your Deposit Accounts.

Your Wealth Management Advisor is currently not receiving compensation in connection with the Program. USBI reserves the right to pay compensation to your Wealth Management Advisor in connection with the Program at any time without prior notice. Upon request, USBI will provide you with information about USBI's compensation arrangements with respect to its Sweep Program.

Other than applicable fees imposed by USBI on your Brokerage Account, there will be no charges, fees, or commissions imposed on your Brokerage Account with respect to the Program.

Benefits to USBI and U.S. Bank

U.S. Bank and USBI are separate but affiliated companies.

The Program provides financial benefits to both USBI and U.S. Bank. In addition to the compensation that may be received by USBI discussed above, U.S. Bank receives substantial deposits at a price that may be less than other alternative funding sources available to it. The Deposit Accounts at U.S. Bank provide a stable source of funds for U.S. Bank. U.S. Bank intends to use the funds in the Deposit Accounts to support its lending activities. As with other depository institutions, the profitability of U.S. Bank is determined in large part by the difference between the interest paid and other costs incurred by it on the Deposit Accounts, and

the interest or other income earned on its loans, investments, and other assets.

I. Information About FDIC Insurance

Deposit Insurance: General

Balances in the Deposit Accounts (principal plus accrued interest) are insured by the FDIC, an independent agency of the U.S. Government, up to \$250,000 per depositor in each insurable capacity. Examples of separate insurable capacities are: individual accounts, joint accounts, certain trust arrangements, IRAs and other Retirement Accounts.

Your funds become eligible for deposit insurance immediately upon placement into a Deposit Account at U.S. Bank. Placement of your funds into a Deposit Account could occur up to 24 hours (or longer if over a weekend or holiday) after available cash is identified as eligible for the Program. In this event, your funds will not be covered by FDIC insurance until the day your funds are deposited. Generally, any accounts or deposits that you may maintain directly with U.S. Bank, or through any other intermediary (such as USBI or another broker-dealer), in the same insurable capacity in which the Deposit Accounts are maintained would be aggregated with the Deposit Accounts for purposes of the \$250,000 FDIC insurance limit. In the event U.S. Bank fails, the Deposit Accounts are insured, up to \$250,000, for principal and interest accrued to the day U.S. Bank is closed.

You are responsible for monitoring the total amount of deposits that you hold with U.S. Bank, directly or through an intermediary, in order to determine the extent of deposit insurance coverage available to you on your deposits, including the Deposit Accounts. USBI is not responsible for any insured or uninsured portion of the Deposit Accounts or any other deposits.

In the event that FDIC insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available, and USBI is under no obligation to credit your Account with funds in advance of payments received from the FDIC.

Furthermore, you may be required to provide certain documentation to USBI to provide to the FDIC before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your Deposit Accounts or other deposits at U.S. Bank are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be insured separately, up to the FDIC insurance coverage limits until the expiration of a six-month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquiror held in the same capacity for purposes of FDIC insurance coverage. Any deposit opened at the acquiror after the acquisition will be aggregated with deposits established with the acquiror for purposes of FDIC insurance coverage.

Deposit Insurance: Retirement Plans and Accounts

Retirement Plans and Accounts – Generally, the amount of deposit insurance for which the deposits of U.S. Bank held through one or more retirement plans or accounts will be eligible, including whether deposits held by each plan or account will be considered separately from or aggregated with deposits held by other plans or accounts, will vary depending on the type of plan or account. It is therefore important to understand the type of plan or account holding the deposits. The following sections generally discuss the rules that apply to deposits held by retirement plans and accounts.

Individual Retirement Accounts (“IRAs”). Deposits of U.S. Bank held in an IRA will be insured up to \$250,000 in the aggregate. However, as described below the deposits of U.S. Bank held by an IRA will be aggregated with the deposits of the same Bank held by certain employee benefit plans in which the owner of the IRA has an interest. Thus, the owner of an IRA will only be eligible for insurance of \$250,000 for deposits at U.S. Bank held in plans and accounts that are subject to aggregation. See the section below headed “Aggregation of Retirement Plan and Account Deposits.”

Pass-Through Deposit Insurance for Employee Benefit Plan Deposits. Subject to the limitations discussed below, under FDIC regulations a participant’s non-contingent interests in the deposits of U.S. Bank held by many types of employee benefit plans are eligible for insurance up to \$250,000 on a “pass-through” basis. This means that instead of the deposits of U.S. Bank held by an employee benefit plan being eligible for only \$250,000 of insurance in total, each employee benefit plan participant is eligible for insurance of his or her non-contingent interest in the employee benefit plan up to \$250,000, subject to the aggregation of the participant’s interests in different plans, as discussed below under “Aggregation of Retirement Plan and Account Deposits.” The pass-through insurance provided to an employee benefit plan participant is separate from the \$250,000 FDIC insurance limit allowed on deposits held by the individual in different insurable capacities at U.S. Bank (e.g., individual accounts, joint accounts, etc.).

The types of plans for which deposits may receive pass-through treatment are employee benefit plans, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 (“ERISA”) (including Keogh plans, whether or not they are technically “employee benefit plans” under ERISA) and eligible deferred compensation plans described in Section 457 of the Internal Revenue Code of 1986 (the “Code”). For purposes of Section 3(3) of ERISA, employee benefit plans are broadly defined to include most employee benefit plans, including most defined benefit plans and most defined contribution plans.

Defined Benefit Plans. The value of an employee’s non-contingent interest in a defined benefit plan will be equal to the present value of the employee’s interest in the plan, evaluated in accordance with the calculation ordinarily used under such plan. Deposits of U.S. Bank held by a defined benefit plan that is eligible for pass-through treatment are not insured for an amount equal to the number of plan participants multiplied by \$250,000. For example, a plan has on deposit \$500,000 of deposits of U.S. Bank. The employee benefit plan has two participants, one with a non-contingent interest of \$425,000 and one with a non-contingent interest of \$75,000. In this case, the employee benefit plan’s deposits would be insured only up to \$325,000; the plan would be eligible for up to \$250,000 for the participant with the \$425,000 non-contingent interest and up to \$75,000 for the participant with the \$75,000 non-contingent interest.

Overfunded amounts, which are any portion of a plan’s deposits not attributable to the interests of beneficiaries under the plan, are insured, in the aggregate, up to \$250,000 separately from the insurance provided for any other funds owned by or attributable to the employer or a plan participant.

Defined Contribution Plans. The value of an employee’s non-contingent interest in deposits of U.S. Bank held through a defined contribution plan will be equal to the amount of funds on deposit attributable to the employee’s account with the plan, regardless of whether the funds on deposit resulted from contributions made by the employee, the employer, or both.

Portions of deposits of U.S. Bank held by an employee benefit plan that are attributable to the contingent interests of employees in the plan are not insured on a pass-through basis. Contingent interests of employees in an

employee benefit plan are interests that are not capable of evaluation in accordance with FDIC rules, and are insured up to \$250,000 per plan.

Aggregation of Retirement Plan and Account Deposits. Under FDIC regulations, an individual’s interests in plans maintained by the same employer or employee organization (e.g., a union) that are holding deposits of the same Bank will be insured for \$250,000 in the aggregate. In addition, under FDIC regulations, an individual’s interest in the deposits of one Bank held by (i) IRAs, (ii) deferred compensation plans for certain employees of state or local governments or tax-exempt organizations (i.e., Section 457 Plans), (iii) self-directed “Keogh Plans” of owner-employees described in Section 401(d) of the Code, and (iv) self-directed defined contribution plans, will be insured for up to \$250,000 in the aggregate whether or not maintained by the same employer or employee organization.

Coverdell Education Savings Accounts. According to the FDIC, Coverdell Education Savings Accounts will be treated as irrevocable trust accounts for deposit insurance purposes. In general, irrevocable trust accounts are insured for up to \$250,000 for the interest of each beneficiary in the deposits of U.S. Bank provided that the beneficiary’s interest is non-contingent (i.e., capable of determination without evaluation of contingencies). The deposit insurance of each beneficiary’s interest in the deposits of U.S. Bank is separate from the coverage provided for other deposit accounts maintained by the beneficiary, the grantor, the trustee, or other beneficiaries at U.S. Bank. The interest of a beneficiary in irrevocable trust accounts at U.S. Bank created by the same grantor will be aggregated and insured up to \$250,000.

Health/Medical Savings Accounts. Deposits of U.S. Bank held in a Health Savings Account (the successor to the Medical Savings Account, which was phased out in 2007) will be eligible for deposit insurance coverage depending on how the account is established. If the account is established by an individual, it will be insured as an individual account or, if one or more beneficiary is designated, it will be insured as a revocable trust (i.e., deposits are insured up to \$250,000 for each beneficiary subject to certain limitations). In either case, deposits are aggregated with other deposits at U.S. Bank held in the same insurable capacity. If the account is established by your employer, it is insured as an employee benefit plan. You should consult with your attorney or the FDIC to determine the available deposit insurance coverage.

Questions About FDIC Deposit Insurance Coverage

If you have questions about basic FDIC insurance coverage, please contact your Wealth Management Advisor or Wealth Management Brokerage Services. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC:

- By mail: Deposit Insurance Outreach, Division of Depositor and Consumer Protection
550 17th Street N.W., Washington, D.C. 20429
- By phone: 877.275.3342 or 800.925.4618 (TDD)
- By e-mail: via the FDIC’s Online Customer Assistance Form, available at: <https://www2.fdic.gov/starsmail/index.asp>
- Online: www.fdic.gov/deposit/index.html

J. Securities Investor Protection Corporation Coverage

Within certain limits, your Brokerage Account is protected by Securities Investor Protection Corporation (“SIPC”) in accordance with the terms of SIPC. SIPC is a non-profit membership corporation created by the Securities Investor Protection Act of 1970, funded primarily by its member securities brokerage firms registered with the U.S. Securities and Exchange Commission. SIPC provides clients of securities brokerage firms which are members of SIPC, like USBI, with protection against custodial risk in the event such firms become insolvent.

Balances maintained in your Deposit Accounts at U.S. Bank held in your Brokerage Account are not protected by SIPC.

Unlike FDIC insurance, SIPC does not insure against the loss of your investment. SIPC coverage does not ensure the quality of investments, protect against a decline or fluctuations in the value of your investment, or cover securities not held by USBI. SIPC protects each client's securities and cash held in a client's brokerage account at an insolvent brokerage firm. SIPC coverage protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash) per customer in each separate capacity under SIPC rules.

If you have questions about SIPC coverage, please contact your Wealth Management Advisor or Wealth Management Brokerage Services. You may also obtain information about SIPC coverage, including a brochure that describes SIPC and SIPC insurance, by accessing the SIPC website at www.sipc.org or contacting SIPC at (202) 371-8300.

III. Advisory and Asset Management (AMA) Accounts

Both advisory and AMA accounts utilize money market mutual funds as sweep vehicles. Please see Appendix A for a list of the default and alternate money market mutual funds for these respective accounts.

Mutual funds are offered by prospectus. For a prospectus containing more information, including investment policies, fees and other information, please contact your Wealth Management Advisor or Wealth Management Brokerage Services. Before investing, read the prospectus carefully to consider the investment objectives, risks, charges and expenses.

Money market funds invest in high quality, short-term securities and seek to maintain a stable value but are subject to market risks and potential value loss. They are not bank accounts and not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash.

SIPC Insurance

The Securities Investor Protection Corporation (SIPC) protects customers of its members against the custodial risk to clients of securities brokerage firms like USBI in the event such firms become insolvent. Unlike FDIC insurance, SIPC does not insure against the failure of a security, the quality of investments, or declines in the value of investments. Instead, SIPC protects each client's securities (which include money market funds) and cash held in a client's securities account at an insolvent brokerage firm by replacing missing securities and cash of up to \$500,000 per client, including \$250,000 for claims for cash.

Other Risks

Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in money market funds. The money market funds are not deposits or other obligations of or guaranteed by USBI, U.S. Bank, or any of their respective affiliates; and involve investment risk including the possible loss of the principle amount invested.

Benefits to USBI Advisors and Others

For Asset Management Accounts, USBI and its affiliates may receive distribution (Rule 12b-1), investment management and service fees and other compensation as a result of sweeping available cash into the money market funds. These fees, which vary depending on the money

market fund (and class thereof) used and are paid directly by the money market funds but ultimately borne by you as a shareholder in the fund. A portion of these fees may be paid to your Wealth Management Advisor.

Depending on the account type and registration, money market mutual funds from First American Funds will be available as sweep vehicles. U.S. Bancorp Asset Management, Inc., an affiliate of USBI, serves as investment advisor to First American Funds. First American Funds are distributed by Quasar Distributors, LLC, an affiliate of USBI. These affiliates of USBI receive a fee for the services they provide to the funds. U.S. Bancorp Asset Management, Inc.'s fees are explained in the prospectus of the specific money market funds. USBI is a selling agent for the money market funds and will receive sales-related compensation.

Money Market Fund Options

If you wish to specify a different money market fund for your advisory or AMA account, you may do so at any time by contacting your Wealth Management Advisor. The available options are listed in Appendix A. Existing balances in your prior sweep vehicle will be automatically transferred to the newly selected sweep vehicle. At the sole discretion of USBI may make other money market funds available as an alternate sweep vehicle without advance notification to you.

IV. General Sweep Program Information

A. How the Sweep Program Works

On each business day available cash balances will be automatically swept into the sweep vehicle for your account.

Shares or cash held in your sweep vehicle will be automatically redeemed in order to settle a transaction, serve as collateral for a margin loan or short sale, or satisfy any other obligation. Shares held in a sweep vehicle in an advisory account are included as part of the asset calculations for billing purposes.

The sweep vehicle for your account should not be viewed as a long-term investment option. If you desire, as part of an investment strategy or otherwise, to maintain a cash position in your account for other than a short period of time and/or are seeking the highest yields currently available in the market for your cash balances, please contact your Wealth Management Advisor to discuss investment options that may be available outside of the Sweep Program to help maximize your return potential consistent with your investment objectives, liquidity needs and risk tolerance. Please note, however, that available cash accumulating in your account will not be automatically swept into any investment you purchase outside of the Sweep Program.

B. Your Responsibility to Monitor Your Sweep Vehicle

As your personal financial circumstances and other factors change, it may be in your financial interest to change your sweep vehicle (if another option is available for your account type) or invest cash balances in products offered outside of the Sweep Program consistent with your investment objectives and risk tolerance. It is your responsibility to monitor the sweep vehicle for your respective account and consider if other potential options either within or outside of the Sweep Program are more appropriate for your situation. Your Wealth Management Advisor can provide further details and additional information, including a prospectus, for any of the money market funds available within the Sweep Program (if available) or for direct investment outside of the Sweep Program. Please read the prospectus carefully before investing

C. Changes to Sweep Vehicles

USBI may modify the Sweep Program, which may result in changing the sweep vehicle for your account. If we make any change, there is

no guarantee that such change will provide an equal or greater rate of return to you during any given period, and the rate of return may be lower. You will receive advance notice of any change in the Sweep Program that results in changing the sweep vehicle for your account. Unless you object within the time period specified, USBI will transfer the balance from your prior sweep vehicle into any new sweep vehicle.

D. Benefits to USBI Advisors and Others

USBI and its affiliates receive fees and benefits for services provided in

connection with the Sweep Program, and may choose to make available the sweep vehicles that are more profitable to us and our affiliates than other money market funds or bank deposit accounts.

If you have questions about the USBI Sweep Program or the investments available, please contact your Wealth Management Advisor or call Wealth Management Brokerage Services at 800.888.4700 any time – 24 hours a day, 365 days a year.

Appendix A

ADVISORY ACCOUNTS

Money Market Fund	Ticker	QUALIFIED		NON-QUALIFIED		USBI DISCRETION QUALIFIED AND NON QUALIFIED	
		Natural Persons	Non-Natural Persons	Natural Persons	Non-Natural Persons	Natural Persons	Non-Natural Persons
First American Retail Prime Ob Cl Z	FZRXX			Default			
First American Gov't Ob Cl Z	FGZXX				Default		
Federated Prime Cash Ob Fund WS	PCOXX	Default				Default	
Federated Government Ob Fund IS	GOIXX		Default				Default

Other available money market funds for the sweep program for advisory accounts include:

First American Tax Free Ob Cl Z	FTZXX
Federated Municipal Ob WS	MOFXX
Federated California Muni Cash WS	CAIXX
Fidelity Inv MM Fds Money Market I	FMPXX
Fidelity Inv MM Fds Government I	FIGXX
Fidelity Inv MM Fds Tax Exempt I	FTCXX

ASSET MANAGEMENT ACCOUNTS (AMA)

Money Market Fund	Natural Persons	Non-Natural Persons
First American Retail Prime Obligations	Default	
First American Gov't Obligations		Default
First American Tax Free Obligations	Available	
First American U.S. Treasury Only		Available

Due to Money Market Fund Reform, accounts determined to be used by Non-Natural Persons such as corporations or institutions cannot invest in certain types of money market funds

First American Money Market Funds, mutual funds that are advised by U.S. Bancorp Asset Management, Inc., an affiliate. Mutual funds, including First American Money Market Funds, charge their own management and other fees as set forth in the fund's prospectus.

Additionally, the First American Funds are distributed by Quasar Distributors, LLC, which is an affiliate. Quasar charges fees that are paid by the mutual funds they distribute, as disclosed in the mutual fund's prospectus



U.S. Bancorp Enterprise Preparedness Program Overview

U.S. Bancorp's Enterprise Preparedness Program establishes and supports the organization's Business Continuity and Contingency Planning Program. The program is designed to evaluate the impact of significant events that may adversely affect customers, assets, or employees. This program helps ensure that U.S. Bancorp can recover its mission-critical functions and applications, thereby, meeting its fiduciary responsibility to its stakeholders and complying with the requirements of the Federal Financial Institutions Examination Council (FFIEC), the Securities and Exchange Commission (SEC), the Office of the Comptroller of the Currency (OCC), the Financial Industry Regulatory Authority (FINRA) and the Office of the Superintendent of Financial Institutions (OSFI). In addition, U.S. Bancorp has met all recovery criteria as prescribed by the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U.S. Financial System.

The U.S. Bancorp Board of Directors approve the U.S. Bancorp Enterprise Preparedness Policy annually, and key issues and status are reported to the Board and Senior Executives on a periodic basis.

Crisis Management (CM) manages and coordinates the enterprise response to adverse events that threaten to harm the organization, its stakeholders, employees, assets or reputation. The enterprise response focuses on the safety of all employees, customers and assets of U.S. Bancorp; minimizing disruption of service and/or inconvenience to customers; returning to a business as usual state as quickly as possible; and limiting any potential liability of the organization.

Additionally, CM maintains situational awareness and facilitates CM planning, conducts training, tests, exercises and maintains the emergency notification system. Crisis Management oversees the information flow between Lines of Business, tiered response teams and executive management. The tiered incident response teams consist of the following:

- Executive Crisis Management Team (ECMT)
- First Response Executive Team (FRET)
- International Response Team (IRT)
- Emergency Response Team (ERT)

The U.S. Bancorp Pandemic Preparation and Response Plan was developed in partnership with U.S. Bank executives, senior leaders, and other critical support departments to prepare for the possibility of pandemic flu in the same way that we

prepare for other events that could affect our employees, customers and our communities. The plan was prepared in communication with public officials, pandemic planning experts, various state and local organizations, and other financial institutions and businesses. The plan augments procedures already in place as part of existing U.S. Bancorp's Enterprise Preparedness Program and outlines strategies to mitigate the impact of a pandemic upon the company, its employees, and customers.

U.S. Bancorp has resources dedicated to the Enterprise Preparedness Program and detailed Business Continuity Plans and Disaster Recovery Plans for the restoration of critical processes, applications, infrastructure, and operations. Key features of U.S. Bancorp's planning process include:

- Employee safety strategies and communications/notifications
- Systems and telecommunications accessibility
- Alternate physical site location and preparedness
- Emergency notification processes and systems
- System and data backup and recovery
- Pandemic and high employee absenteeism

The Enterprise Readiness Services Department coordinates strategy, planning, testing, reporting and monitoring of the U.S. Bancorp's Enterprise Preparedness Program across U.S. Bancorp. The Enterprise Readiness Services Department has set forth guidelines which incorporate industry best practices for: recovery of critical business units, recovery of technology and emergency and crisis management response and integrates the program into the overall U.S. Bank Risk Management framework.

- **Criticality Assessments** – The Criticality Assessments are used in the determinations of business process and application recovery time objectives which addresses impacts based on financial, operational, reputational and regulatory risk factors.
- **Business Impact Analysis (BIA)** – The BIA measures the effects of resource loss and escalating losses over time, in order to provide management with reliable data upon which to base risk mitigation and continuity planning. BIA is reviewed biennially in conjunction with plan.
- **Threat Vulnerability Assessment** – U.S. Bancorp's Enterprise Preparedness Program utilizes a Threat Vulnerability Analysis (TVA) process, biennially, to assess the risk of major natural hazard events and the impacts of those events on U.S. Bancorp corporate locations and the mission critical processes/technologies executed at those locations. This analysis drives strategic recovery planning for continuity of operations for these processes and technologies at the selected locations. The planning process assists in mitigating the potential concentration risk exposure of a single natural hazard or man-made event to any particular location or process.

- **Business Continuity, Disaster Recovery, and Vendor Service Plans** – The Plans are a documented collection of procedures and information that is developed and maintained to enable U.S. Bancorp to provide products and services at an acceptable predefined level in the event of a business, technology, or third party disruption. Recovery Plans are reviewed/approved, by senior management, biennially at a minimum or as changes occur to mission critical functions and applications or as a result of issues discovered during exercises/test.

- **Exercising/Testing** – All aspects of the plans are exercised /tested in accordance with regulatory requirements and U.S. Bancorp Enterprise Preparedness Policy Guidance, and to demonstrate the level of recoverability. This includes plan activation simulation, including recovery strategies, crisis management and response, business continuity processes, and critical infrastructure disaster recovery. Key mission critical applications are exercised on a quarterly basis. Business Continuity Plans are exercised on an annual basis. Mainframe data is mirrored and replicated to the hot site and server backups are stored off-site in a secured climate-controlled environment. All exercise testing is measured and reported with identified issues documented and remediated.

- **Audit** – Annual internal audits and periodic OCC/Federal Reserve exams are conducted on the U.S. Bancorp’s Enterprise Preparedness Program.

- **Board of Directors Updates** – Enterprise Readiness Services provides annual updates at a minimum on the status of U.S. Bancorp’s Enterprise Preparedness Program to the Audit Committee of the Board of Directors of U.S. Bancorp.

- **Employee Training and Awareness** – Employee Training and Awareness includes biennial training courses, evacuation procedure awareness, and identifying employees’ roles and responsibilities during an adverse event. Clear communication during an event is vital. U.S. Bancorp employees who support mission critical operations and technologies are trained through participating in functional exercises of recovery plans.

U.S. Bancorp’s Business Continuity Plans are developed and maintained to address recovery strategies for such events as: pandemic/high employee absenteeism, technology outages, natural hazard impacts, etc. Below are examples of what might occur during an interruption of normal business operations.

In the event a business site becomes inaccessible, U.S. Bancorp presently employs the following recovery strategies for mission critical functions:

- **Transfer Work:** Work is transferred to another location that does the same business function or has been cross trained.
- **Relocate People within Business:** Team members are relocated to another site.
- **Relocate to Regional Recovery Center:** A location, other than normal facility, will be used to process data and/or conduct critical or necessary business functions.

- Vendor Work Area Recovery: An external site will be used for the recovery of mission critical personnel and processes utilizing a third party owned location.
- Work from Home: Team members will work from home on a bank-owned device.

In the event of a Data Center outage, U.S. Bancorp utilizes an internal alternate data center, which is geographically dispersed, and utilizes near real-time data replication on an encrypted WAN connection to our recovery data centers within the prescribed Recovery Point Objectives.

In the event of a major disaster at U.S. Bancorp that impacts your product or service, a member of the Product/Service Customer Support Team will communicate with you.

Since it is impossible to anticipate every type of potential disaster, there can be no assurance that there will be no interruption of the U.S. Bancorp's business functions in all circumstances. The mission of the U.S. Bancorp Enterprise Preparedness Program is to minimize the impact of any disruption.

This overview is subject to modification by U.S. Bancorp at any time.



FACTS

WHAT DOES U.S. BANCORP DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- transaction history and credit history

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons U.S. Bancorp chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does U.S. Bancorp share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you	No*	We don't share

To limit our sharing

- Call 877-449-3593 to speak to a customer service representative or
- Visit us online: <http://www.usbank.com/privacy> and tell us your preference on the "Exercise Your Privacy Choice" page.

Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

To limit our direct marketing

Please note: We may contact our existing customers by mail, telephone or email to offer additional financial products or services including products and services offered by nonaffiliates that we believe may be of interest to you. You may direct us not to send you such offers.

- To limit our direct marketing to you by mail or telephone, please call 877-449-3593 to speak to a customer service representative or visit us online: <http://www.usbank.com/privacy> and tell us your preference on the "Exercise Your Privacy Choice" page.

- To limit our direct marketing to you by e-mail, visit us online: <http://www.usbank.com/privacy> and tell us your preference on the "Email Preferences" page.

Questions?

Call 800-888-4700

Who we are

Who is providing this notice?

Companies with the U.S. Bank and U.S. Bancorp names and other affiliates. Please see below for a list of other affiliates that do not have a U.S. Bank or U.S. Bancorp name.

Except for California, North Dakota and Vermont residents, a different notice applies to customers who leased or purchased a vehicle and obtained U.S. Bank financing through a dealership. That notice from U.S. Bank—Dealer Financial Services is available online at <https://www.usbank.com/privacy> or by calling 800-437-9497.

What we do

How does U.S. Bancorp protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does U.S. Bancorp collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- use your credit or debit card or make deposits or withdrawals from your account
- tell us about your investment or retirement portfolio

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply individually—unless you tell us otherwise.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a U.S. Bank and U.S. Bancorp name; financial companies such as U.S. Bank National Association and U.S. Bancorp Investments, Inc.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *U.S. Bancorp does not share with nonaffiliates so they can market to you*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *U.S. Bancorp doesn't jointly market*

Other important information

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

For California residents: In accordance with California law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example, with your consent or to service your account. We will limit sharing among our companies to the extent required by California law.

For Vermont residents: In accordance with Vermont law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example with your consent or to service your account. We will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

For Nevada residents: We may contact our existing customers by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 800-USBANKS (800-872-2657), clicking the "Email Us" link at usbank.com/privacy or writing to P.O. Box 64490, St. Paul, MN 55164. You are being provided this notice under Nevada state law. In addition to contacting U.S. Bank, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 702-486-3132, emailing aginfo@ag.nv.gov or by writing to:

Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection
100 North Carson Street, Carson City, NV 89701-4717

Additional U.S. Bancorp affiliates

The Miami Valley Insurance Company
Red Sky Risk Services, LLC

Mississippi Valley Company

*Please keep in mind that, as permitted by applicable law, if you have a private label credit card account with us, we share information about you with our financial or retail partners in connection with maintaining and servicing your account, including for that financial or retail partner to market to you. Federal law does not give you the right to limit this sharing.