

## **WellsTrade® Corporation Account**

(Authorizing Trading in Securities and Commodities and Permitting Margin Transactions and Short Sales) Doc Code Account Number Office Use Only: To Whom It May Concern: The undersigned Corporation (herein called the "Corporation"), by its President or Vice President pursuant to the resolutions, a copy of which, certified by the Secretary, is annexed hereto, hereby authorizes you to open an account in the name of said Corporation; and the undersigned also agrees to the terms of the Margin Account Agreement also annexed hereto. This authorization shall continue in force until revoked by the undersigned Corporation by a written notice, received by you. THE UNDERSIGNED ACKNOWLEDGES THAT THIS AGREEMENT IS GOVERNED BY A PRE-DISPUTE ARBITRATION CLAUSE ON PAGE 4, UNDER THE HEADER "ARBITRATION" AND THAT THE UNDERSIGNED HAS RECEIVED A COPY OF THIS AGREEMENT, INCLUDING THE DISCLOSURES ON PAGES 6 TO 9. BY SIGNING THIS AGREEMENT THE CORPORATION ACKNOWLEDGES THAT THE CORPORATION'S SECURITIES MAY BE LOANED TO YOU OR LOANED OUT TO OTHERS. Date City State Very Truly Yours, Company Name (President or Vice President Name) Signature (President or Vice President) , being Secretary of hereby certify that the annexed resolutions were duly adopted at a meeting of the Board of Directors of said Corporation. (mm/dd) of (yyyy), at which a quorum of said Board of Directors was present and acting throughout and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect. I further certify that each of the following has been duly elected and is now legally holding the office set opposite his name: , President , Vice President , Treasurer , Secretary I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions annexed hereto. IN WITNESS WHEREOF, I have hereunto affixed my hand this Secretary

Wells Fargo Advisors (hereafter in this agreement referred to as "WFA") is a separate, non-bank affiliate of Wells Fargo & Company. Stocks, bonds, mutual funds, and other securities bought and sold through WFA are not deposits of any bank and are not insured or otherwise protected by the Federal Deposit Insurance Corporation ("FDIC"), or any other Government Agency; are not an obligation of any bank or any affiliate of WFA; are not endorsed or guaranteed by Wells Fargo & Company, WFA, or any bank or any affiliate of WFA; and involve investment risk including possible loss of principal. By signing this agreement, I acknowledge that I have read and understood the foregoing.

Investment and Insurance Products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
  Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC (WFCS), Member SIPC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company. WellsTrade brokerage accounts are offered through WFCS.

## CERTIFIED COPY OF CERTAIN RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS WHEREBY THE ESTABLISHMENT AND MAINTENANCE OF TRADING ACCOUNTS HAVE BEEN AUTHORIZED

#### RESOLVED -

FIRST: That the President or any Vice President of this Corporation be and they hereby are, and each of them hereby is, authorized and empowered, for and on behalf of this Corporation (herein called the "Corporation"), to establish and maintain one or more accounts, with Introducing Firm and its clearing agent (herein called the "Brokers") and to deposit funds in any of said accounts and to deliver to the Brokers for said accounts and any and all forms of securities (including within the meaning of such term as used herein, but not by way of limitation, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, option warrants, certificates of deposit, mortgages, chooses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise); to sell any and all forms of securities which may be in the possession of the Brokers and which they may be carrying for the Corporation in any of said accounts; to buy any and all forms of securities for the account of the Corporation; to pledge the securities, investment property, financial assets, cash or other property (collectively the "account assets") in the said account(s) for purpose or non-purpose credit and to loan the corporation's securities to you or others.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions: to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Brokers; to pay in cash or by checks and/or drafts drawn upon the funds of the Corporation such sums as may be necessary in connection with any of the said account; to order the transfer or delivery of funds or securities to any other person whatsoever, including to the President, Vice President or other officer giving such instructions or to any officer of the Corporation, or to the account of any officer of the Corporation, or to any account in which they may have an interest; and/or to order the transfer of record of any securities to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Corporation all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Corporation directly.

THIRD: That the Secretary of the Corporation be and hereby is authorized, empowered, and directed to certify, under the seal of the Corporation, or otherwise, to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by the Brokers, shall be supported by an opinion of the general counsel of the Corporation, or other counsel satisfactory to the Brokers) that the Corporation is duly organized and existing, that its charter empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the By-Laws or otherwise.

FOURTH: That the Brokers may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until the Brokers shall receive due written notice of a change in or the rescission of authority as evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

FIFTH: That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Brokers in writing in the manner hereinabove provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

SIXTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

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# Margin Account Agreement (Corporation Account)

TO: Wells Fargo Advisors:

In consideration of Wells Fargo Advisors, (herein for this Agreement known as "WFA"), a separate, non-bank affiliate of Wells Fargo & Company, accepting and agreeing to act as my broker and carrying the account(s) and extending credit on margin accounts of the undersigned, I agree to the following with respect to any of my accounts with you, in which I currently or in the future may have an interest, for the extension of credit or the purchase or sale of securities, options or other property. Throughout this Agreement, "I," "me," "my," "we," and "us" and "the undersigned" refer to the person(s) whose signature(s) appear(s) below and all others who are legally obligated on this account. "You" and "your" refer to WFA, its subsidiaries and affiliates, their officers, agents, and employees. As used herein, the term "affiliate" of WFA means Wells Fargo & Company, and its subsidiaries and affiliates. Each of WFA and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. Where the context requires, the singular shall be plural and the plural shall be singular.

As set forth in the Disclosure Document and Designation of Responsibilities incorporated herein, I understand the role and services provided by WFA and agree that this Agreement inures to the benefit of WFA and its affiliates as applicable.

**RESTRICTED SECURITIES** — I agree that all securities (the "Transferable Securities") I deposit in my margin account as collateral for any margin loan that I may obtain from WFA are freely transferable and are not subject to any restrictions on resale under any applicable federal or state securities laws or otherwise, and are not "restricted," "Legend," or affiliate's "control" stock. Any securities subject to such restrictions are referred to as "Restricted Securities." If I deposit Restricted Securities in violation of this Agreement and I do not, upon demand, immediately replace such Restricted Securities with Transferable Securities satisfactory to you, or pay in full the margin loan secured by such Restricted Securities, I agree that I will be in default under this Agreement and you may take any or all of the following actions:

- 1. <u>Liquidate Collateral.</u> Liquidate any transferable Securities or, to the extent permitted by law, and Restricted Securities held in my margin account, or any other account with you in which I have an interest, to satisfy the debit balance secured by the Restricted Securities;
- 2. <u>Set Off.</u> Set off against the debit balance secured by such margin loan any amounts held in any other accounts I maintain with you;
- 3. <u>Default Rate of Interest.</u> Until such time as the default is cured and in substitution for any other rate of interest specified in this agreement, charge interest at the default rate of 24% per annum on the debit balance of all margin accounts which I maintain with you and debit such accounts from time to time for such interest (provided, however, that I acknowledge that in no event do you intend to charge a rate of interest in excess of the maximum rate permitted by applicable law and, in the event such rate of interest is in excess of the permitted rate, you agree that any excess interest so charged shall at your option either be returned to me or applied to my account);
- 4. Demand Immediate Payment. Demand immediate payment in full of the margin loan secured by such Restricted Securities; or
- 5. Other Remedies. Assert any other remedies available to you under applicable law to collect all amounts that I owe you.

To the extent permitted by law, I also agree to pay your costs of collection, including reasonable attorney's fees incurred in enforcing any of your rights or collecting any amounts I owe you.

The provisions of the foregoing paragraph shall not apply to any Restricted Securities have been approved for deposit in my margin account.

**RULES AND REGULATIONS** — All transactions in my account shall 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. Transactions shall also be subject to the provisions of the federal and state securities laws, as amended, and to the rules and regulations of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. You shall not be liable for any loss caused directly or indirectly by your compliance with such rules or regulations or by government restrictions, exchange or market rulings, suspensions of trading, war, acts of terrorism, or other conditions beyond your control.

**DEFINITION** — Under the Agreement, "securities, commodities and other property" includes, but is not limited to, money, securities, and commodities of every kind and nature and all contracts, investments and options relating thereto, whether for present or future delivery.

**LIEN** — Whenever there is any existing or forthcoming indebtedness to you on the Corporation's part, all orders, securities, commodities and other property now or hereafter held, carried or maintained by you or in your possession and control for any purpose, in or for any of the accounts in the Corporation's name now or hereafter opened, including any accounts in which the Corporation may have an interest, shall be subject to a lien for the discharge of all the Corporation's indebtedness and other obligations to you in any of the said accounts. You shall have the right to cancel orders or transfer securities, commodities and other property held by you from or to any of the said accounts whenever you consider such a transfer necessary for your protection. In enforcing your lien, you shall have the discretion to determine which securities, commodities and property are to be sold and which contracts or orders are to be closed or cancelled, all without liability therefore to you.

MARGIN MAINTENANCE AND DISCLOSURE REGARDING LIQUIDATION — I agree to maintain such positions as required by all applicable statutes, rules, regulations, procedures and custom, or as you deem necessary or advisable. I agree to promptly satisfy all margin and maintenance calls. I understand that you are not obligated to request additional collateral from me in the event my account falls below margin maintenance requirements and there may be circumstances where you will liquidate securities and/or other property in the account without notice to me to ensure that minimum maintenance requirements are satisfied. I agree that WFA may under certain circumstances charge interest at different rates including higher rates than listed in the Margin Disclosure section; such rates will be disclosed separately to me by WFA.

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**LIQUIDATION** — You shall have the right, in accordance with your discretion regarding your margin maintenance requirements, which may be modified, amended or supplemented from time to time, whenever you consider it necessary for your protection: to require additional collateral at an earlier or later point in time than called for by your general policies; to sell any or all securities, commodities and other property in the accounts with you, whether carried individually or jointly with others; to buy any or all securities, commodities or other property which may be short in the Corporation's accounts; to cancel any open orders; and/or to close any or all outstanding contracts, without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale; and you may be the purchaser for your own account. It is understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as herein provided. No WFA FA or branch personnel has any authority to waive or modify margin calls or postpone sell-outs or buy-ins.

**PAYMENT OF INDEBTEDNESS UPON DEMAND** — Debit balances represent money loaned to the Corporation. The Corporation shall at all times be liable for the full payment of debit balances or other obligations owing in accounts with you, and shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part; and the Corporation shall make payment of such obligations and indebtedness promptly upon demand.

The reasonable costs and expenses of collection of the debit balance and any unpaid deficiency in the Corporation's accounts with you, including attorneys' fees incurred and payable or paid by you, shall be payable to you by the Corporation promptly upon demand.

**PLEDGE OF SECURITIES, COMMODITIES AND OTHER PROPERTY** — All securities, commodities and other property held, carried or maintained by you in your possession in any of the Corporation's accounts may be pledged and repledged by you from time to time, without notice to the Corporation, either separately or in common with other such securities, commodities and other property for any amount due in the Corporation's accounts, or for any greater amount, and you may do so without retaining in your possession or control for delivery a like amount of similar securities, commodities and/or other property.

**ACCOUNTS CARRIED AS CLEARING AGENT** — Until receipt by the Clearing Agent from the Corporation of written notice to the contrary, the Clearing Agent may accept from such other broker without inquiry or investigation: (a) orders for the purchase or sale in said account of securities and other property on margin or otherwise, and (b) any other instructions concerning said account. The Clearing Agent shall not be responsible or liable for any acts or omissions of any unaffiliated introducing broker or its employees.

**COMMUNICATIONS** — Communications may be sent to the Corporation at the mailing address on file with you, or at such other address the Corporation may thereafter give in writing, and all communications so sent whether written by mail, telegraph, or otherwise shall be given to the Corporation personally. The information set forth on all documents sent to the Corporation by you will be deemed conclusive unless objected by the Corporation within 10 days of its being provided.

**LIABILITIES** — You shall not be liable in connection with the entering, execution, handling, selling, or purchasing of securities or orders for my account except for gross negligence or willful misconduct on your part, nor shall you be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, acts of terrorism, strikes, failure of the mails or other communications systems, mechanical or electronic failure or failure of third parties to follow instructions, or other conditions beyond your control.

**CROSS LIEN** — I hereby grant to you and all your affiliates a security interest in all securities and other property in your possession, or in the possession of any affiliate, in which I have an interest in order to secure any and all indebtedness or any other of my obligations to you or an affiliate. All such securities and other property shall be held as security for the payment of any such obligations or indebtedness in any account with you in which I have an interest and you may, at your discretion, at any time and without prior notice, sell and/or transfer any or all securities and other property in order to satisfy such obligations. In enforcing this lien, you shall have the discretion to determine which securities and property are to be sold and/or which contracts are to be closed. In the event of a breach or default under this agreement, you shall have all rights and remedies available to a secured creditor under applicable law as then in effect in addition to the rights and remedies provided herein.

**CREDIT CHECK** — I authorize you to obtain reports concerning my credit standing at your discretion. I also authorize you and any affiliate (including, without limitation, Wells Fargo & Company) to share such information and any other confidential information you and such affiliate(s) may have about me and my account(s).

**BANKRUPTCY OR ATTACHMENT** — In the event that: (a) you are advised of my voluntary or involuntary application for protection under the applicable bankruptcy laws or the appointment of a receiver for me; or (b) you are served with any lien, levy, garnishment or similar process with respect to me or my account, then you may, but are not required to, immediately take any action which you, at your sole discretion, shall deem necessary for your own protection, including, without limitation, selling out any positions in my account to satisfy any obligations I have to you, with or without notice to me and without liability therefore.

#### **ARBITRATION:**

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All of the 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 the claim is filed.
- Arbitration awards are generally final and binding; a party's ability to reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- 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.
- The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- 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.
- 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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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 client 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.

#### **Arbitration Provision:**

It is agreed that all controversies or disputes which may arise between you and WFA, (collectively, "us") concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority ("FINRA"), in accordance with its arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York. The state or federal statute of limitations, statute of repose, non-claim statute or any other time bar that would be applicable to any claim filed in arbitration.

**CORPORATE STRUCTURE/CONFLICTS OF INTEREST** — WFA is not a bank and is a separate and distinct corporate entity from its affiliated banks within Wells Fargo & Company. Unless otherwise described in any disclosure documents or the confirmation, the obligations and commitments of WFA are not those of any affiliated bank and such bank is not responsible for securities purchased or sold by or through WFA.

As a general matter, you or an affiliate may be a principal, may provide investment advice or may be engaged in underwriting, with respect to, or may purchase from or sell to an affiliate, those securities for which you are providing brokerage/advisory or other services to its customers. In addition, you or an affiliate may act as an investment advisor to issuers whose securities may be sold to customers. The timing and the nature of any action recommended by you may be different from the nature of any action taken or recommended by your affiliates and you are under no obligation to recommend or take any action recommended by any of your affiliates, including any purchase or sale of securities or other property undertaken by any affiliate or any recommendation to customers of any such affiliate.

In particular, you and your affiliates and personnel may own, buy or sell for their accounts or for client accounts for which they exercise investment discretion (including but not limited to the Compass Advisory Program) any or all securities which are the subject of brokerage recommendations by the Portfolio Strategy Group. Purchases and sales for these accounts may not always be consistent with current Portfolio Strategy Group brokerage recommendations. Prior to conveying buy or sell Portfolio Strategy Group brokerage recommendations to your clients at large, you may have acted upon the same advice for such accounts. The prices of these securities may be affected favorably or unfavorably by such trades or the subsequent insurance of the brokerage recommendations. Investors should consult their own investment professional as to their individual investment program.

In addition, from time to time, a bank affiliate of yours may lend money to an issuer of securities underwritten or privately placed or otherwise sold to you or your affiliates. The prospectus or other offering documents provided in connection with these transactions will disclose, to the extent required by applicable securities law, the existence of any material lending relationship by any affiliate of yours with such issuer and whether the proceeds of any issuance of securities will be used by the issuer to repay any outstanding indebtedness to any of your affiliates.

**JURISDICTION** — The laws of the State of New York, as applied to agreements signed and to be performed in New York, shall apply and bind the parties in any and all questions arising under this agreement, including questions of validity, interpretation, and performance.

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

**ELIGIBLE SECURITIES** — WFA may from time to time declare certain securities as ineligible for margin credit. WFA reserves the right, at its sole discretion, not to extend margin on any security for any reason, or to change margin requirements at any time without notice to Client.

## For Office Use Only

Principal Signature	Principal Name (Please Print)	Date

WellsTrade® - Submit your completed form to:
Wells Fargo Advisors, Attention: MAC N9160-01P
PO Box 77046, Minneapolis, MN 55480-9902, or Fax to 844-879-1439
Should you require assistance with this form, please call 1-800-TRADERS (1-800-872-3377).

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## IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS INFORMATION PRIOR TO OPENING A MARGIN ACCOUNT.

Wells Fargo Clearing Services, LLC (hereinafter referred to as "Wells Fargo Advisors" or "WFA") is furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin agreement provided by WFA. Please consult your Investment Professional regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price through WFA. If you choose to borrow funds from WFA, you will open a WFA margin account. The securities purchased are the collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, WFA can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with WFA, in order to maintain the required equity in the account. Irrespective of the margin value of collateral in your margin account, your total margin debt shall not at any time exceed \$50,000,000 (or such higher amount as we may offer in our sole discretion and based on additional financial information provided by you, as periodically requested by us).

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

You can lose more funds than you deposit in the margin account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to WFA, which has made the loan(s), to avoid the forced sale of those securities or other securities or assets in your account(s).

WFA can force the sale of securities or other assets in your account(s). If the equity in your account falls below the maintenance margin requirements or our higher "house" requirements, WFA can sell the securities or other assets in any of your accounts held with us to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.

WFA can sell your securities or other assets without **contacting you.** Some investors mistakenly believe that firms such as WFA must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. While we will try to notify you of margin calls, we are not required to do so. However, even if we have notified you and provided a specific date by which you can meet a margin call, we can still take necessary steps to protect our financial interests, including immediately selling the securities without notice to you.

You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, WFA has the right to decide which security to sell in order to protect our interests.

WFA can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause us to liquidate or sell securities in your account(s).

Securities in your margin account may be loaned to or by WFA. To the extent WFA determines, in accordance with Federal tax regulations, that your securities have been loaned, payments received by you with respect to such securities (including payments in lieu of dividends) may be reclassified as substitute payments. Substitute payments may be reported on different tax reporting forms than payments received on the underlying securities and may be subject to different tax consequences and rates. You are advised to contact your tax advisor to discuss the tax treatment of substitute payments.

Your Investment Professional may receive compensation based on the amount of your margin loans, which may take the form of a percentage of your margin balances or the interest you pay on an ongoing basis.

#### Investment and Insurance Products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC (WFCS), Member SIPC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company. WellsTrade brokerage accounts are offered through WFCS.

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You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

WFA has no obligation to extend credit on margin to you and can demand full or partial payment of any outstanding margin balance at WFA's sole option without cause at any time, including interest, fees, and any costs of collection. Furthermore, all payments received, including interest, dividends, proceeds from liquidations, deposits or other transfers into your margin account may be applied at our sole discretion, first to repay any interest accrued, and then to any other amounts as otherwise payable to us under the Margin Account Agreement.

Upon your death, your margin loan shall be immediately due and payable, and we shall send a demand notice to your last address of record requesting payoff of the margin loan balance. If your beneficiaries or executor (as applicable) have not paid off the margin loan balance in full within ninety (90) days from the date of the demand notice, we shall liquidate positions in your account at our discretion to fully satisfy the margin loan and any applicable fees, interest, and/or charges.

If you are opening a margin account for an estate in connection with the transfer of a margin loan from a decedent's account, the margin loan balance must be paid off in full by thirtieth (30th) calendar day from account opening, at which time the margin feature of the account shall terminate. If the margin loan is not paid off by this time, we shall liquidate positions in your account at our discretion to fully satisfy the margin loan and any applicable fees, interest, and/or charges. We reserve the right to prohibit margin transactions in the account and to force the sale of securities in the account regardless of whether the equity is above the margin requirements or our higher "house" requirements.

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## **Statement of Interest Charges**

#### Accounts on which Interest is Charged • Calculation of Interest • Lien and Collateral

To assist you in managing your borrowing needs and to familiarize you with the terms under which credit is extended on your account, we have developed this Statement of Interest Charges. Please review this Statement of Interest Charges prior to utilizing credit.

#### Accounts on which Interest is Charged

Interest may be charged on margin credit extended for the purpose of purchasing, carrying or trading in securities. Interest charges are calculated on a settlement date basis and details supporting such calculation will be displayed on your monthly statement.

Payments for purchases in cash accounts should be received on or before the settlement date shown on the trade confirmation. If your payment is received after that date, an interest charge may be posted to your cash account.

Proceeds from a sale in a cash account are not required to be disbursed prior to the settlement date shown on the trade confirmation. Occasionally, we may honor a request to disburse sale proceeds prior to settlement date. If this privilege is utilized, an interest charge may be posted to your account.

#### Calculation of Interest

Your annual rate of interest will vary depending on the size of your daily adjusted debit balance and your relationship (determined on a daily basis) with Wells Fargo Advisors. Your "relationship with Wells Fargo Advisors" is based on your household assets under management ("AUM") with Wells Fargo Advisors. In general, a "household" will contain all of your personal accounts as well as the accounts of your spouse or domestic partner, dependents, and wholly owned businesses. Household AUM is calculated at the market close of the previous business day and excludes any margin and/or loan debits. The daily adjusted debit balance is the net total of the settled balances in your account.

Short positions are "marked-to-market" daily. Since the security sold short must be borrowed in order to deliver it to the buying broker, the credit that results from the sale is not available to you. The market value of the short sale is debited against your margin balance to arrive at a daily adjusted debit balance for interest purposes. The daily closing price is used to determine any appreciation or depreciation of a security sold short, which will adjust your daily adjusted debit balance.

You may be charged additional fees in connection with establishing and maintaining a short position and such charges may be disclosed to you at the time a short position is established or may be imposed or increased from time to time in light of changing market conditions. When a security that you have sold short is no longer easy-to-borrow, WFA may make an immediate change

to any fees that may be paid by you or assessed to your account to reflect current market rates relating to the borrow with such fee accounted to you.

The Wall Street Journal (WSJ) Prime Rate, in combination with a variable rate based on debit balance. is the rate Wells Fargo Advisors charges investors to extend credit. Interest will be calculated based on the Wall Street Journal Prime Rate plus the Spread. The "Spread" is the number of percentage points stated in the table below unless you negotiated a different interest rate. There is an all-in floor rate of zero percent (0.0%) per annum, without regard to any fluctuations in the WSJ Prime Rate or your relationship with Wells Fargo Advisors that may cause the interest rate to be less than zero percent (0.0%). This means that the annual rate of interest, which is based on the daily adjusted debit balance and your relationship with Wells Fargo Advisors, will not be less than zero percent (0.0%) per annum. Your actual rate of interest may change in the future, however, without prior notice to you.

The interest rate charged to you may be individually negotiated instead of based on the standard table of interest rates (a "Negotiated Rate"). At the time any Negotiated Rate is established for your account, we will notify you of the expiration date, if any, to your Negotiated Rate. After the expiration date, if any, we may change your Negotiated Rate without giving you any prior notice of the change. We may charge a different (i.e., higher or lower) interest rate based on factors determined by us, at our sole discretion, including, but not limited to, account activity or your overall business relationship with us.

For the WSJ Prime Rate please visit: https://www.wsj.com/market-data/bonds/moneyrates.

#### **Margin Pricing**

<b>Debit Tier</b>	
<\$25k	WSJ Prime Rate + 5.75%
\$25K<\$50K	WSJ Prime Rate + 5.25%
\$50K<\$100K	WSJ Prime Rate + 4.75%
\$100K<\$250K	WSJ Prime Rate + 4.25%
\$250K<\$500K	WSJ Prime Rate + 3.75%
\$500K<\$1MM	WSJ Prime Rate + 3.25%
\$1MM<\$5MM	WSJ Prime Rate + 2.75%
\$5MM<\$10MM	WSJ Prime Rate + 2.25%
>\$10MM	WSJ Prime Rate + 1.75%
Cash Account	WSJ Prime Rate + 5.75%, regardless of debit size or household AUM

Household Assets Under Management	Adjuster
< \$250,000	0.00%
\$250,000 to \$499,999.99	- 0.50%
\$500,000 to \$999,999.99	- 1.00%
\$1,000,000 to \$2,499,999.99	- 1.50%
\$2,500,000 to \$4,999,999.99	- 2.00%
\$5,000,000 and up	- 2.50%

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### Lien and Collateral

We will maintain a first priority perfected security interest in the securities or other property (the "Securities Collateral") in your account when extending credit to you. You agree to promptly satisfy all margin and maintenance calls. Should your account fall below margin maintenance requirements, we may liquidate the Securities Collateral in your account, or any other account in which you have an interest held at WFA or our affiliates, without notice to you.

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