In connection with The Bank of New York Mellon (the “Trustee”), as Trustee of the Plan in which I am a Participant, operating a Traditional Self-Directed Account and/or ROTH Self-Directed Account (the “Account”) through which I may direct the purchase and sale of shares of mutual funds or exchange-traded funds (“Funds”) for my account in the Plan in accordance with the traditional self-directed and/or ROTH self-directed brokerage option offered by the Plan, I hereby acknowledge, by signing the front of this form, that I understand and agree that the following terms and conditions shall govern the Account.

1. My authority to give instructions with respect to the Account, including the placing of trading orders for the Account, is derived from a limited power of attorney granted to me by the Trustee upon the direction of the Plan Sponsor and that this authority shall be exercised in accordance with the terms and conditions set forth herein. The Trustee may revoke the limited power of attorney at any time by giving written notice of revocation to BNYMSC and/or Pershing LLC, an affiliate of The Bank of New York Mellon Corporation.

2. BNYMSC is a securities broker/dealer registered with the Securities and Exchange Commission (SEC) and a member of FINRA and the terms and conditions for establishing the Account are promulgated under these agencies. BNYMSC is an affiliate of The Bank of New York Mellon Corporation.

3. A) I, AS A PARTICIPANT, AND BNYMSC ARE EACH 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, AND BOTH PARTIES’ ABILITY TO HAVE A COURT HEARING OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

C) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

D) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

F) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

G) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

The Trustee, on behalf of the Plan, has entered into a Master Brokerage Agreement (the “Master Agreement”) and any dispute or controversy relating to the Account or transactions for the Account will be subject to the terms of the Master Agreement. Only the Trustee, on behalf of the Plan, may make or pursue any claims that I may wish to assert relating to the Account, the Master Agreement or the services provided by BNYMSC relating to the Account, or bring any legal or other action against BNYMSC relating to the Account. Any controversy concerning any transaction involving the Account or the construction, performance or breach of the Master Agreement shall be submitted to and be settled by arbitration before and in accordance with the rules then obtaining of FINRA, or, in the case of an options transaction, the exchange upon which the relevant transaction was executed. The award of the arbitrator(s) or the majority of them shall be final and judgment upon the award rendered may be entered in any court, federal or state, having jurisdiction.

4. BNYMSC is authorized to carry out my directions with respect to the purchase or sale of shares of Funds for the Account in accordance with BNYMSC’s terms and conditions and subject to any administrative limitations communicated to BNYMSC by the Trustee for the Plan from time to time. In no event shall margin or other credit otherwise be extended to the Account. Under the Master Agreement, BNYMSC is authorized to open or close brokerage accounts, place and withdraw orders, provide information to third parties and take any other steps as are reasonable to carry out my directions with respect to the Account. Neither the Trustee nor BNYMSC will make, recommend or review investment decisions for the Account, or offer investment advice to me or the Account, and that, except as otherwise provided herein or required by law, BNYMSC is not responsible in any way for supervising or monitoring trading in the Account.

5. The Account may be carried by Pershing LLC ("Pershing"), a subsidiary of The Bank of New York Mellon Corporation, and all transactions for my Account will be cleared and settled by Pershing or its affiliates. Pershing LLC is an affiliate of BNYMSC. Transactions will be placed by and through BNYMSC (or any other agent deemed acceptable by BNYMSC that meets BNYMSC’s standards of execution).

6. The Account will be titled “The Bank of New York Mellon Corporation 401(k) Savings Plan FBO (Participant’s name)” and/or “The Bank of New York Mellon Corporation 401(k) Savings Plan ROTH SDA FBO (Participant’s name)” and the shares of Funds held by the Account may be registered in a nominee name.

7. I authorize and direct the Trustee and BNYMSC at the close of business each day to invest any cash balances in the Account in shares of the Dreyfus Treasury Securities Cash Management Fund, Institutional Shares (the “Money Market Fund”). Shares of that fund held by the Account will be redeemed as necessary to pay for shares of Funds purchased for the Account and to pay applicable commissions, fees and charges.

8. The Trustee, on behalf of the Plan, has agreed to the brokerage commissions, fees and charges indicated on the fee schedule which I received. BNYMSC may charge the Account for any commissions, fees and charges which are incurred in connection with transactions for the Account and these commissions, fees and charges will be paid from the Account. BNYMSC may change its schedule of commissions, fees and charges from time to time upon prior notice. On the settlement date, Pershing will debit the Account to pay for commissions, fees and charges of Funds purchased by the Account and will credit the Account with all proceeds from the sale of shares of Funds, less any applicable commissions, fees and charges. BNYMSC will refuse to carry out any directions with respect to the purchase of shares of Funds for the Account in the event that the balance of the Account, including shares of the Money Market Fund, together with expected proceeds of any sales of shares of other Funds for the Account that are scheduled to settle on or prior to the settlement date for the proposed purchase, is insufficient to pay for the proposed purchase (including the commissions, fees and charges of the transaction). In such event, or if for any other reason, the Account does not have a sufficient balance (as defined on page 2) to pay for the proposed shares purchased: (i) the trade will not be settled by Pershing and neither BNYMSC nor Pershing will be liable therefore; and (ii) the Account may be liable for damages and charges resulting from its failure to effect the transaction. If the balance in the Account is not sufficient to cover relevant commissions, fees and charges due to BNYMSC and/or Pershing, BNYMSC and Pershing have the right to sell any property in the Account to cover such amounts.

9. From commissions and/or fees charged to the Account for services rendered, BNYMSC may share, remit or otherwise pay its agents for their services in handling transactions for the Account. BNYMSC or Pershing may refuse to carry the Account or to process any transaction which I may wish to effect.

10. For our mutual protection, BNYMSC may tape-record any of our phone conversations.

11. The traditional self-directed and/or ROTH self-directed brokerage option offered by the Plan only permits the purchase and sale of shares of Funds in the Account. Accordingly, I will not instruct BNYMSC to purchase or sell any securities, including, but not limited to, securities of a corporation of which I am a director, officer, or affiliate. Neither will I instruct BNYMSC to buy and/or sell any “restricted” securities.

12. BNYMSC may amend the Master Agreement in any respect, or terminate its brokerage services to the Plan and the Account, and at any time, effective upon notice to the Trustee. The Account will continue to be responsible for all obligations and transactions incurred by it prior to termination.

13. Confirmations of the execution of orders and monthly statements for the Account. BNYMSC or Pershing may refuse to carry out any directions or, in writing within 5 business days and 20 calendar days, respectively, after Pershing has forwarded such confirmation and/or statement to me by mail or otherwise. An objection may be reported to BNYMSC by telephone under the time limitations specified above provided it is promptly confirmed in writing.

14. Communications may be sent to me at my address as set forth on the Enrollment Form or at such other address as I may hereafter direct, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to me personally, whether actually received or not.

15. BNYMSC shall not be liable for any loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market ruling or other conditions beyond the control of BNYMSC. If any provision or condition of the Master Agreement (as described in this Participant Disclosure Statement) shall be held to be invalid or unenforceable by any court or 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 the Master Agreement (as described in this Participant Disclosure Statement) shall be carried out as if such invalid or unenforceable provision or condition was not contained therein.

16. Governing Law; The Master Agreement (and the Account established thereunder) shall be governed by the Laws of New York without giving effect to principles of conflicts of law.

17. This Participant Disclosure Statement and the Master Agreement contain all of the material representations and understandings of BNYMSC, the Trustee, Pershing LLC and me applicable to the Account. All modifications to these documents must be made in writing.