

Dreyfus Brokerage Services P.O. Box 9008 Hicksville, NY 11802-9008

## CERTIFICATION FOR NON-DREYFUS LEGAL/DURABLE POWER OF ATTORNEY

Use this form to certify the validity of a Power of Attorney for **Brokerage accounts only**.

The Attorney in Fact (Agent) must complete all sections and a Notary is required on this form. Please attach a copy of the valid Power of Attorney form dated within the past three years.

If you have any questions please call a Dreyfus Lion Account® Representative at 1-800-THE-LION.

### Customer Information:

Account Number \_\_\_\_\_

Name of Registered Owner \_\_\_\_\_

Social Security Number/Tax Identification \_\_\_\_\_

Name of Joint Owner \_\_\_\_\_

Social Security Number/Tax Identification \_\_\_\_\_

Address \_\_\_\_\_

### Attorney in Fact Information:

Name of Designated Power of Attorney (Attorney in Fact) \_\_\_\_\_

Social Security Number \_\_\_\_\_

Power of Attorney Address \_\_\_\_\_

Date of Birth \_\_\_\_\_

Citizenship of Agent \_\_\_\_\_

If you are not a U.S. Citizen, please check box, and specify country of legal residence: \_\_\_\_\_  
 \_\_\_\_\_  
 If you do not have a social security number, also provide IRS form W-8, and a copy of your passport, alien ID card or other government issued document with residence and photograph.

### Agents Employment/Affiliation Information:

If you (The Agent) are not employed or have retired, please check here and state your source of income: \_\_\_\_\_

Occupation \_\_\_\_\_

Employer \_\_\_\_\_

Employer's Address \_\_\_\_\_

*We are required by industry regulations to obtain this information.*

Is the Agent either a senior military, governmental or political official in the U.S. or a non-U.S. country or closely associated with an immediate family member of such official?  Yes  No

If yes, identify name of official, office held and country.  
 \_\_\_\_\_

Please check below if applicable:

**Individual or Custodian**

**Joint**

I am affiliated with or work for The Bank of New York Mellon Corporation or one of its affiliates.

I am affiliated with or work for a stock exchange, a member firm of an exchange or FINRA.

I am a director/10% shareholder/policy-making executive officer of the publicly traded company listed:  
 \_\_\_\_\_

*If so, notification of your intent to be added to this account will be sent to your employer in accordance with current regulations.*

### Certification:

I, the above referenced Power of Attorney, do hereby certify that the attached:

Select one:

**Durable Power of Attorney** This document remains valid if the principal is currently or becomes incapacitated. This document will become void upon the death of or revocation by the principal.

**Conditional** This document will become valid upon the incapacitation of the principal. Proof of incapacitation must be attached to this document. Conditional Powers of Attorney will only be added when they become **effective** and are accompanied by proper documentation verifying that the Power of Attorney is in full force and effect (i.e. Doctor's certification that principal is incapacitated).

is in full force and effect, and to the best of my knowledge, after diligent search and inquiry, affirm that:

1. I am the Attorney in fact named in the power of attorney executed by \_\_\_\_\_ as principal on \_\_\_\_\_ date.

**CERTIFICATION FOR NON-DREYFUS LEGAL/DURABLE POWER OF ATTORNEY**

Continued

- 2. The principal is not deceased, and has not revoked or partially or fully terminated or suspended this power of attorney.
- 3. There is currently no petition to determine incapacity or appoint a guardian for the principal at his time.
- 4. I agree not to exercise any powers granted to me by this Power of Attorney if I know of or have a reason to know that it has been revoked, partially or completely terminated, suspended or is no longer valid due to any reason whatsoever; including without limitation, death or adjudication of incapacity of the principal.
- 5. I agree not to give, transmit, convey or issue any instructions concerning the above referenced account that I know, or believe are in non-compliance with or in violation of the attached Power of Attorney.
- 6. For the purpose of requesting Dreyfus Brokerage Services to act upon my instructions, I do fully indemnify and hold harmless Dreyfus Brokerage Services and its affiliates, control persons, officers, directors and employees from and against any and all losses, liabilities, claims and costs (including attorneys' fees) resulting from transactions made in accordance with my instructions.
- 7. The attached Power of Attorney will remain in full force and effect until such time as written notification of The Death of the Account Holder or significant alteration is received by Dreyfus at: Dreyfus Brokerage Services, 144 Glenn Curtiss Blvd, Uniondale, New York, 11556.

By signing below, you, the authorized Agent:

- acknowledge that you have received a copy of the Dreyfus Lion Account® Client Agreement and Related Disclosures Booklet, and that you understand and agree to the terms.
- certify that the information supplied in this form is complete and correct.
- permit us to obtain credit information, verify information you have provided, and perform a background check on you, and to reject or remove you as authorized agent from this or any other account, at any time and for any reason we see fit.
- agree to notify us in writing immediately upon the death or disability of the last surviving account owner.

**Pre-Dispute Arbitration Clause – I acknowledge that the Dreyfus Lion Account® Client Agreement and Related Disclosures Booklet contains a pre-dispute arbitration clause which provides that all disputes relating to the Dreyfus Lion Account® are to be resolved by binding arbitration. This clause is found in Sections 27 and 28 of the Dreyfus Lion Account® Client Agreement and Related Disclosures Booklet.**

**Signature of Attorney in Fact (Agent)**

**Date**

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**FOR NOTARY PUBLIC USE ONLY:**

*Sworn to (or affirmed) before me this*

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

*(Give official capacity of official administering oath.)*

*My commission expires* \_\_\_\_\_

(AFFIX SEAL.)

X \_\_\_\_\_  
*SIGNATURE OF NOTARY PUBLIC*

**Please mail this completed form to:**

**Dreyfus Brokerage Services  
P.O. Box 9008  
Hicksville, NY 11802-9008**

**For Registered, Certified or Overnight Mail, please mail to:**

**Dreyfus Brokerage Services  
144 Glenn Curtiss Boulevard, 106-9501  
Uniondale, NY 11556-0144**

# The Dreyfus Lion Account®

Client Agreement and  
Related Disclosures



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 **Dreyfus**

## TABLE OF CONTENTS

### CLIENT AGREEMENT AND RELATED DISCLOSURES

<b>A. Dreyfus Lion Account<sup>®</sup> Agreement</b>	<b>Pages 1-6</b>
<b>B. Disclosure of Credit Terms</b>	<b>Pages 6-9</b>

## DREYFUS LION ACCOUNT® AGREEMENT

*This is a copy of your Dreyfus Lion Account® Client Agreement. Please keep this for your records.*

**By signing the Account opening form(s), You represent that You have the requisite legal capacity and authority to open this Account and effect transactions under this Agreement and You agree to be bound by this Agreement and the Supplemental Services Agreement, and any related agreements, rules and regulations and other documents as may be in effect from time to time. We may amend this Agreement at any time in any respect upon notice to You as required by law. You must notify Us of any address changes.**

**1. Applicable Rules And Regulations.** All of Your transactions shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, where executed by us, including any of Our subsidiaries and affiliates.

**2. Agreement** – This term shall include this Dreyfus Lion Account® Agreement and the Supplemental Services Agreement any related “documents,” each as amended from time to time.

**Authorization Limit** – The maximum amount You may withdraw from Your Brokerage Account using Your Visa® Card or Checks.

**Available Margin Loan Value** – The amount of credit we may extend to You based on the value of marginable securities held in Your Margin Account.

**The Banks** – The Bank of New York Mellon for all terms and issues related to checks and PNC Bank, N.A. for all terms and issues related to Visa® debit card.

**Brokerage Account** – The cash and/or Margin account opened in Your name. The Cash Account is the basic brokerage account we offer. The Margin Account allows you to borrow funds from us, using acceptable securities as collateral for the loan as well as to borrow securities from us using cash as collateral for the loan.

**Your account is a brokerage account and not an advisory account. Our interests may not always be the same as yours. Please ask us questions to make sure you understand your rights and our obligations to you, including the extent of our obligations to disclose conflicts of interest and to act in your best interest. We are paid by you and, sometimes, by people who compensate us based on what you buy. Therefore, our profits, and our salespersons' compensation, may vary by product and over time.**

**To discuss this further, please contact our call center at 1-800-THE-LION.**

**Business Day** – Any day on which the New York Stock Exchange, Inc., is open.

**Card/Cards** – One or more Visa® debit card(s) issued by the Banks.

**Cards/Check Account** – The account established by the Banks.

**Checks** – Checks drawn on the Banks.

**Debit Balance** – An account balance representing money owed to MBSC Securities Corporation.

**Documents** – Any disclosure documents, the Sweep Funds' prospectus, the Dreyfus Lion Account® Agreement, and the Dreyfus Lion Account® Application, which contain additional terms governing the Dreyfus Lion Account®, and the Dreyfus Lion Account® Fee Schedule, the Option Agreement, if applicable; and any other written agreements between You and Us, including, but not limited to the Supplemental Services Agreement, concerning your Dreyfus Lion Account®, all as amended from time to time.

**Fed Funds** – Funds which are immediately available and not subject to an availability or collection hold.

**Free Credit Balance** – The sum of any cash balance in Your brokerage accounts. (When a cash balance in Your Margin Account is collateral for Your obligations to cover short securities and/or option positions, it is not available for Your use and is not included in Your Free Credit Balance.)

**Good Delivery** – The delivery to us of freely transferable securities (that is, properly registered, endorsed and fully negotiable stock certificates).

**The Dreyfus Lion Account® Agreement** – The Agreement You make with Us and the Banks when You open a Dreyfus Lion Account®, consisting of the Dreyfus Lion Account® Application; the Dreyfus Lion Account® Agreement; the Option Agreement, if applicable; the Supplemental Services Agreement, if applicable; and any other written Agreements between You and Us, all as amended from time to time.

**The Dreyfus Lion Account® Application** – The application You submit to open a Dreyfus Lion Account®.

**Pershing** – Pershing LLC.

**Prospectus** – A writing describing the Sweep Fund(s).

**Short Sale** – The sale of a security You don't own, or that You have instructed Us not to deliver against Your sale ("short against the box").

**Supplemental Services Agreement** – Your agreement with Pershing LLC and The Banks for making available services related to Cards/Check Accounts.

**Sweep Funds** – Any money market fund(s) MBSC Securities Corporation makes available and is selected by You.

**You, Your, Account Holder** – Each person who signs the Dreyfus Lion Account® Agreement.

**We, Us, Our** – MBSC Securities Corporation and Pershing.

**3. Description of Account.** Your Dreyfus Lion Account® (the "Account") with MBSC Securities Corporation is an asset management account which consists of three parts: (a) a conventional brokerage account for the purchase and sale of securities (the "Brokerage Account") which is either a Cash or Margin Account, or both; (b) a choice of Sweep Money Market Funds; and (c) a Card/Check Account if You elect these options. Your Brokerage Account and Sweep Funds are carried by Pershing LLC ("Pershing") as clearing broker pursuant to a clearing agreement with MBSC Securities Corporation.

Pershing and MBSC Securities Corporation may accept, without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin or otherwise, and (ii) other instructions concerning Your account. Notices to You concerning Margin Account requirements or other matters related to Your Account usually will go through MBSC Securities Corporation; however, Pershing may contact You directly if required by market conditions, time constraints or other circumstances.

**4. Sweep Fund.** Except as noted below, any amounts received by Us are invested in the General Treasury & Agency Money Market Fund, Class A (or such other eligible sweep fund you may choose) subject to prior payment by You and on Your behalf of any outstanding margin loan balances, Card overdrafts or other debit items arising from Checks or Card usage, or authorization payments. You hereby acknowledge that You have received and read a copy of the Prospectus of the Sweep Fund You selected, containing a more complete description of it and its operation. In addition, please note that the General Treasury & Agency Money Market Fund, Class A will be the only eligible sweep option available to retirement accounts.

Pershing will automatically redeem sufficient shares of the Sweep Fund to pay for all securities transactions, Checking and Card transactions. If You intend to send funds to settle securities transactions, We must receive those funds on the business day before the settlement date to prevent an automatic redemption. Pershing will redeem Sweep Fund shares to pay for Checking and Card transactions on the date We post the transaction to Your account. We will not send confirmations for Fund transactions in Your account.

## **5. Card/Check Services**

**a. Supplemental Services Agreement.** All transactions involving Card/Check Services are outlined in the Supplemental Services Agreement with Pershing and the Banks. If there are any inconsistencies between The Dreyfus Lion Account® Agreement and the Supplemental Services Agreement, as applicable the Card/Check Services, the Supplemental Services Agreement shall control.

**6. Our Right to Restrict or Terminate Account.** For our protection against credit risks and other conditions, We may, without prior notice, decline Your orders or instructions, or We may place trading restrictions on Your account.

You also understand that We may cease all Account services provided to You for any reason, in Our discretion, including but not limited to the following: (1) if You exceed Your Authorization Limit; or (2) if We determine that Your use of the account is inconsistent with investment purposes; or (3) if We determine that We no longer wish

to offer The Dreyfus Lion Account® to You. In the event that Your Dreyfus Lion Account® is terminated, it may be converted into an account which will remain subject to the remainder of this Agreement.

Pershing, MBSC Securities Corporation, the Banks or You may terminate this Agreement, including the use of Checks or Cards, if applicable, at any time. You shall remain responsible for authorized charges which arise before or after termination. If the Agreement is terminated, We may redeem all Sweep Fund shares. You shall promptly return all Cards and unused Checks to Us. Failure to do so may result in a delay in complying with Your instructions regarding the disposition of assets.

**7. Lien.** All of Your securities, commodities and other property which Pershing, MBSC Securities Corporation, or any of their affiliates, may at any time be carrying for You, or which may at any time be in Our possession or under Our control, including, but not limited to, individual Dreyfus mutual fund accounts not held by Pershing, shall be subject to a general lien and security interest in Our favor for the discharge of all Your indebtedness and other obligations to Us, without regard to Our having made any advances in connection with such securities and other property and without regard to the number of accounts You may have with MBSC Securities Corporation. In enforcing Our lien, We shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed.

Securities and other property held in your retirement account(s) maintained by Pershing, which may include IRAs or qualified plans, are not subject to this general lien and such securities or other property may only be used to satisfy the undersigned's indebtedness or other obligations to MBSC Securities Corporation and/or Pershing related to your retirement account(s).

**8. Credit Investigation, Negative Credit Report and Other Information Sharing.** You authorize Us to exchange credit information about You and Your account with others. As required by law, You are notified that any negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations. You authorize Us to obtain credit reports and other credit related information about You at account opening and thereafter for purposes of determining Your initial and ongoing eligibility for the account or credit. Upon request, We will state the name and address of the consumer reporting agency that furnished any credit report obtained. You authorize MBSC Securities Corporation, all other BNY Mellon companies (including Dreyfus companies), all mutual funds advised by a BNY Mellon company (including the Dreyfus Family of Funds) and all distributors of those funds to share information about Your relationships with any of these organizations or with unaffiliated third parties. This includes all information that any of these organizations have or get about You or Your account relationships with them. This authorization will continue in effect for as long as You have at least one open account with any of these organizations.

If We extend, update, review or renew your credit, We may request a new credit report without notifying you.

**9. Minimum Required to Open and Maintain an Account.** A minimum of \$10,000.00 in cash, marginable securities, or a combination of both is initially required to open your account. Although We do not require a specific minimum balance be maintained on Your account, We reserve the right to request additional funds or securities be deposited whenever the asset value of Your account falls below 50% of the initial minimum requirement. If, after We have notified You that additional assets must be deposited, the account is not brought back up to at least 50% of the initial minimum requirement in a reasonable time period, We reserve the right to terminate the account at which time You agree to return any Cards or Checks previously issued to You.

**10. Liquidation.** If, in Our discretion, We consider it necessary for Our protection to require additional collateral or in the event that a petition in bankruptcy or for appointment of a receiver is filed by or against You, or an attachment is levied against Your accounts, or in the event of Your death, We shall have the right to sell any or all securities, commodities and other property in the accounts We have established for You, whether carried individually or jointly with others, to buy any or all securities, commodities and other property which may be short in such accounts, to cancel any open orders and to close any or all outstanding contracts, all 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 Pershing's discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale and Pershing may be the purchaser for its 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 Pershing's right to sell or buy without demand or notice.

**11. Margin Requirements, Credit Charges, and Deposits.** You will at all times maintain such securities, commodities and other property in Your accounts for margin purposes as We shall require from time to time via a margin call or other

request and the monthly debit balances or adjusted balances in Your accounts with Pershing shall be charged, in accordance with Our practice, with interest at a rate permitted by the laws of the State of New York. It is understood that the interest charge made to Your account at the close of a charge period will be added to the opening balance for the next charge period unless paid. In regard to margin calls, whether for maintenance or any other margin call, in lieu of immediate liquidations, Pershing through MBSC Securities Corporation may permit you a period of time to satisfy a call. This time period shall not in any way waive or diminish Pershing's right in its sole discretion, to shorten the time period in which you may satisfy the call, including one already outstanding, or to demand that a call be satisfied immediately. Nor does such practice waive or diminish the right of Pershing and/or MBSC Securities Corporation to sell out positions to satisfy the call, which can be as high as the full indebtedness owed by you. Margin requirements may be established and changed by Pershing or MBSC in its sole discretion and judgment without notice to you. You should contact MBSC Securities Corporation for the latest information on margin requirements.

**12. Pledge of Securities.** All securities, commodities and other property now or hereafter held, carried or maintained by Pershing in Our possession in any of the accounts of the Account Holder may be pledged, repledged, hypothecated or rehypothecated by Pershing from time to time, without notice to the Account Holder, either separately or in common with other such securities, commodities and other property for any amount due in the accounts of the Account Holder, or for any greater amount and Pershing may do so without retaining in Our possession or control for delivery a like amount of similar securities, commodities or other property.

**13. Payment of Indebtedness Upon Demand.** You shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of Your accounts with Us and You shall be liable to Us for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by Us or by You; and You shall make payments of such obligations and indebtedness upon demand.

**14. Liability for Costs of Collection.** The reasonable costs and expense of collection of the debit balance, recovery of securities, and any unpaid deficiency in Your accounts with MBSC Securities Corporation, including, but not limited to, attorney's fees incurred and payable or paid by Us, shall be payable to Us by You.

**15. Presumption of Receipt of Communications.** Communications may be sent to You at Your current address, which is on file at Our office, or at such other address as You may hereafter give Us in writing; and all communications so sent, whether by mail or otherwise, shall be deemed given to You personally, whether actually received or not.

**16. Scope and Transferability.** This Agreement shall cover individually and collectively all accounts that You may open or reopen through MBSC Securities Corporation and shall inure to the benefit of Our successors whether by merger, consolidation or otherwise, and assigns, and either MBSC Securities Corporation or Pershing may transfer Your accounts to their successors and assigns, and this Agreement shall be binding upon Your heirs, executors, administrators, successors and assigns. MBSC Securities Corporation, Pershing or the Banks may assign their responsibilities under this Agreement, in whole or in part, to any subsidiary, affiliate or successor by merger or consolidation, or to any other entity, without notice to You. We are not required to recognize any transfer of ownership of any part of any account until We have received written notice of the transfer in a form satisfactory to Us.

**17. Extraordinary Events.** To the fullest extent allowable under law, We are not responsible and You agree not to hold Us liable for losses caused directly or indirectly by conditions beyond Our control, including, but not limited to: war, natural disaster, terrorism, government restriction, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts' reports, market volatility or disruptions in orderly trading on any exchange or market.

MBSC has implemented and maintains reasonable procedures and systems (including reasonable disaster recovery and business continuity plans and procedures consistent with legal, regulatory and business needs applicable to MBSC's delivery of Services) to safeguard Adviser's records and data and MBSC's records, data, equipment facilities and other property that it uses in the performance of its obligations hereunder from loss or damage attributable to fire, theft, or any other cause, and Dreyfus will make such changes to the procedures and systems from time to time as are reasonably required for the secure performance of its obligations hereunder.

**18. Representation as to Capacity to Enter into Agreement.** You, if an individual, represent that You are of full age, that unless otherwise disclosed to MBSC Securities Corporation in writing, You are not an employee of an exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member firm or member corporation registered on any exchange or of a bank, trust company, insurance company, or of any



corporation, firm or individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptance or other forms of commercial paper. You further represent that no one except You has an interest in Your Account(s).

**19. Joint and Several Liability.** If “You” shall consist of more than one individual, Your obligations under this Agreement shall be joint and several. Each of You has authority, acting individually and without notice to any one of You, to deal with MBSC Securities Corporation as fully and completely as if any one of You is the sole account holder. We are authorized to follow the instructions of any one of You and to deliver funds, securities, or other assets in the Brokerage Account to any one of You or upon any one of Your instructions. We are not responsible for determining the purpose or propriety of an instruction we receive from any one of You or for the disposition of payments or deliveries among any one of You. Any notice We send one of You will be notice to all of You.

**20. Option Transactions.** If at any time You shall enter into any transaction for the purchase or sale of an option contract, You hereby agree to first obtain from MBSC Securities Corporation the then current disclosure statements of the Options Clearing Corporation and further agree to abide by the rules of any national securities association, registered securities exchange or clearing organization applicable to the trading of option contracts and acting alone or in concert, will not violate the position or exercise limitation rules of any such association or exchange or of the Options Clearing Corporation or other clearing organization.

**21. Separability.** If any provision or condition of this Agreement 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 this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

**22. Headings Are Descriptive.** The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

**23. Recording Conversations.** For Our mutual protection, You understand, agree, and expressly consent to Our and The Bank’s electronic recordation of any of Your telephone conversations with them and to Our, Pershing’s, Administrator’s and The Bank’s monitoring of Your electronic communications with Us and them, including but not limited to e-mail and facsimile transmission.

**24. Role of Pershing; No Advice.** You understand that Pershing provides no investment advice nor does Pershing give advice or offer any opinion with respect to the suitability of any transaction or order. You acknowledge that neither Pershing nor MBSC Securities Corporation will provide You with any legal, tax or accounting advice, that Our employees are not authorized to give any such advice and that You will not solicit or rely upon any such advice from Pershing or Our employees whether in connection with transactions in or for any of Your accounts or otherwise. In making legal, tax or accounting decisions with respect to transactions in or for Your accounts or any other matter, You will consult with and rely upon Your own advisors and not Pershing and Pershing shall have no liability therefor. Pershing shall not be responsible or liable for any acts or omissions of MBSC Securities Corporation or its employees. You authorize Pershing to act as Your agent to purchase and redeem for Your account shares of the Sweep Fund, as previously defined, and You agree that You shall not hold Pershing, LLC, its other Divisions, Affiliates, Officers, Directors, or Agents liable for any trading losses incurred. You understand that Pershing will provide services to You including, but not limited to, furnishing necessary documents and information, blocking Visa® debit card Accounts when notified by Account Holders of the unauthorized use of their Cards or Checks, and responding to and taking requisite action regarding inquiries, complaints or disputes concerning your Dreyfus Lion Account®.

**SPECIAL NOTE FOR NON U.S. ACCOUNTS:** With respect to assets custodied by Pershing on your behalf, income and capital gains or distribution to you from your account may be taxable in your home jurisdiction. Please consult your tax advisor for the appropriate tax treatment of your transactions.

**25. Representations and Amendments.** You have received a copy of the Sweep Funds’ prospectus and this Agreement. You agree that We shall have the right to amend this Agreement, by modifying or rescinding any of its existing provisions or by adding any new provision, at any time without notice to You. Any such amendment shall be effective as of a date established by Us. You understand there may be additional documentation required by applicable law or the policies and procedures of Pershing, MBSC Securities Corporation, or the Banks. You agree to promptly comply with any such requests for additional documents.

**26. This Agreement and its Enforcement Shall Be Governed by the Laws of the State of New York.**

**27. ARBITRATION DISCLOSURES:**

**(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 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.**

**28. ARBITRATION AGREEMENT**

**ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY.**

**NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE 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; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FOREBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.**

**THE LAWS OF THE STATE OF NEW YORK GOVERN.**

**29. Shareholder Vote of Loaned Securities.** In the event the undersigned's securities have been loaned by Pershing on the record date of a shareholder vote involving those securities, the undersigned agrees that the undersigned's vote may be reduced to reflect the total amount of the undersigned's securities loaned by Pershing.

**DISCLOSURE OF CREDIT TERMS**

**30. Amendment and Modification of Agreement.** MBSC Securities Corporation or its successors or assigns may unilaterally change or modify the terms and conditions of this Agreement and will send You a notice of the change to the extent required by law or regulation.

**31. Order Flow.** Please refer to the terms and conditions section of your statement for a description of Pershing's payment for order flow practices. MBSC Securities Corporation participates with Pershing in such practices.

**32. Cash Accounts.** Cash accounts may be subject, at Our discretion, to interest on any debit balances resulting from failure to make payment in full for securities purchased, from proceeds of sales paid prior to settlement date or for other charges that may be made to the account.

**33. Margin Accounts.** Purchases of securities on credit, commonly known as margin, enable You to increase the buying power of Your equity and thus increase the potential for profit—or loss. A portion of the purchase price is deposited when buying securities on margin and Pershing extends credit for the remainder. This loan appears as a debit balance on Your monthly statement of account. Pershing charges interest on the debit balance and requires You to maintain securities, cash or other property to secure repayment of funds advanced and interest due. Interest

will be charged for any credit extended to You for the purpose of buying, trading or carrying any securities, for any cash withdrawals made against the collateral of securities, or for any other extension of credit. When funds are paid in advance of settlement on the sale of securities, interest will be charged on such amount from date of payment until settlement date. In the event that any other charge is made to the account for any reason, interest may be charged on the resulting debit balances. In order to add Margin to an existing account, You acknowledge that You must execute and will be bound by the terms and conditions of the Margin Account Agreement and, if applicable, the Option Agreement and Approval Form with Us as well as by the terms and conditions of this Agreement.

**34. Interest Rates.** Interest charged on any debit balances in cash accounts or credit extended in margin accounts may be up to 3.00 percentage points above the Pershing Base Lending Rate. The Pershing Base Lending Rate will be set with reference to commercially recognized interest rates, industry conditions relating to the extension of credit and general credit market conditions. The Pershing Base Lending Rate will change without prior notice. When the Pershing Base Lending Rate changes during an interest period, interest will be calculated according to the number of days each rate is in effect during that period. If the rate of interest charged to You is changed for any other reason, You will be notified at least 30 days in advance.

**35. Interest Period.** The Interest Period begins on the 20th of each month and ends on the 19th of the following month. Accordingly, the interest charges for the period as shown on Your monthly statement are based only on the daily net debit and credit balances for the Interest Period.

**36. Method of Interest Computation.** At the close of each Interest Period during which credit was extended to You, an interest charge is computed by multiplying the average daily debit balance by the applicable schedule rate and by the number of days during which a debit balance was outstanding and then dividing by 360. If there has been a change in the Pershing Base Lending Rate, separate computations will be made with respect to each rate of charge for the appropriate number of days at each rate during the Interest Period. The interest charge for credit made to Your account at the close of the Interest Period is added to the opening debit balance for the next Interest Period unless paid.

With the exception of credit balances in Your short account, all other credit and debit balances in all of Your accounts will be combined daily and interest will be charged on the resulting average daily net debit balances for the Interest Period. If there is a debit in the cash account (type 1) and there is a Margin account (type 2), interest will be calculated on the combined debit balance and charged to the Margin account. Any credit balance in the short account is disregarded because such credit collateralizes the stock borrowed for delivery against the short sale. Such credit is disregarded even if You should be long in the same position in Your Margin account: i.e., short against the box.

If the security which You sold short (or sold short against the box) appreciates in market price over the selling price, interest will be charged on the appreciation in value. Correspondingly, if the security which You sold short depreciates in market price, the interest charged will be reduced since Your average debit balance will decline. This practice is known as "marking to market." The daily closing price is used to determine any appreciation or depreciation of the security sold short.

If Your account is short shares of stock on the record date of a dividend or other distribution, however such short position occurs, Your account will be charged the amount of dividend or other distribution on the following Business Day.

**37. General Margin Policies.** The amount of credit which may be extended by Pershing and the terms of such extension are governed by rules of the Federal Reserve Board and the Financial Industry Regulatory Authority (FINRA). Within the guidelines of these rules and subject to adjustment required by changes in such rules and Our business judgment, Pershing establishes certain policies with respect to Margin accounts. If the market value of securities in a Margin account declines, Pershing may require the deposit of additional collateral. Margin account equity is the current market value of securities and cash deposited as security less the amount owed Pershing for credit extended at its discretion. It is Our general policy to require Margin account holders to maintain equity in their Margin accounts of the greater of 30% of the current market value or \$3 per share for common stock purchased on margin. Pershing applies other standards for other types of securities. For example, securities may be ineligible for margin credit from time to time. For information with respect to general margin maintenance policy as to municipal bonds, corporate bonds, listed United States Treasury notes and bonds, mutual funds and other securities, as well as information about the eligibility of particular securities for margin credit, please contact MBSC Securities Corporation. Notwithstanding the above general policies, Pershing reserves the right, at its discretion, to require the deposit of additional collateral and to set required margin at a higher or lower amount with respect to

particular accounts or classes of accounts as it deems necessary. In making these determinations, Pershing may take into account various factors including but not limited to (i) issues as to Your securities such as, among others, the liquidity of a position and concentrations of securities in an Account, (ii) considerations as to Your status, including but not limited to a decline in creditworthiness, (iii) the size of the Account, (iv) the general condition of the market, (v) considerations as to the ability of Pershing to obtain financing, and (vi) regulatory interpretations or guidance. If You fail to meet a margin call in a timely manner, some or all of Your positions may be liquidated.

**38. Deposits of Collateral, Lien on Accounts and Liquidation.** In the event that additional collateral is requested, You may deposit cash or acceptable securities into Your Margin account. If satisfactory collateral is not promptly deposited after a request is made, Pershing may, at its discretion, liquidate securities held in any of Your accounts. In this connection, pursuant to Our Agreement, Pershing retains a security interest in all securities and other property held in Your accounts, including securities held for safekeeping, so long as any credit extended remains outstanding.

**39. Assignment of Pershing's Rights Under This Agreement to MBSC Securities Corporation.** You agree that any rights that Pershing has under this agreement, including but not limited to the right to collect any debit balance or other obligations owing in any of your accounts, may be assigned to MBSC Securities Corporation so that MBSC Securities Corporation may collect from you independently or jointly with Pershing, or enforce any other rights granted to Pershing under this agreement.

**40. Callable Securities.** Securities which are held for Your account and which are in “street name,” or are being held by a securities depository, are commingled with the same securities being held for other customers of MBSC Securities Corporation and for customers of Pershing's other correspondents. Your ownership of these securities is reflected in Our records. You have the right at any time to require delivery to You of any such securities which are fully paid for or are in excess of margin requirements.

The terms of many bonds allow the issuer to partially redeem or “call” the issue prior to maturity date. Certain preferred stocks are also subject to being called by the issuer. Whenever any such security being held by Us is partially “called,” We will determine through a random selection procedure, as prescribed by the FINRA rules, the ownership of the securities to be submitted for redemption. In the event that such securities owned by You are selected and redeemed, Your account will be credited with the proceeds.

Should You not wish to be subject to this random selection process, You must instruct MBSC Securities Corporation to have Pershing deliver Your securities to You. Delivery will be effected provided, of course, that Your position is unencumbered or had not already been called by the issuer as described, prior to receipt by Pershing of Your instructions. The probability of one of Your securities being called is the same whether they are held by You or by Pershing for You.

**41. Options Exercise Assignments.** Exercise assignment notices for options contracts are allocated among short positions pursuant to a procedure which randomly selects from all short options positions, including positions established on the day of the assignment, those contracts which are subject to exercise. A more detailed description of this random allocation procedure is available on request. All short options positions are liable for assignment at any time.

**42. Lost Securities.** If Your periodic customer statement indicates that securities were forwarded to You and You have not received them, You should notify Us immediately. If notification is received within 120 days after the mailing date, as reflected on Your periodic statement, replacement will be made free of charge. Thereafter, a fee for replacement may apply.

**43. Loan Consent.** By signing the application, the undersigned acknowledges that securities not fully paid for by the undersigned may be loaned to Pershing or loaned out to others, and as permitted by law, certain securities in your account, may be used for, among other things, settling short sales and lending the securities for short sales, and as a result Pershing and MBSC Securities Corporation may receive compensation in connection therewith. Pershing does not lend fully paid for securities without your written permission. Please contact MBSC Securities Corporation with any questions. Fully paid for securities held in a cash account (unless otherwise agreed in a separate written agreement) and fully paid for securities held in a margin account in which there is no debit balance are not loaned.

**44. Electronic Notification Agreement.** To stop receiving paper account statements and/or trade confirmations or other documents as they may be made available (the “Documents”), you agree to accept and receive electronic notification that the Documents are available online for your retrieval (the “Service”). “You” means the account owner(s) and/or authorized user(s) of the account. “Authorized user” means a person that you have authorized with

full access to your account and has been granted a user ID. By accepting electronic delivery of the Documents, you are agreeing to the electronic delivery of all notices, disclosures, and other information relating to your account that are communicated with or within the Documents.

The Documents will be available to you online via a service provided by Pershing LLC on behalf of MBSC Securities Corporation. You will be notified by electronic mail (email) when these documents are available to be viewed online. The email notification(s) will be sent to the email address that you established when registering with this service. In the event of an email notification failure as defined by Pershing, Pershing will terminate this arrangement and you will revert to receiving paper documents until such time that you reenroll through [www.dreyfus.com](http://www.dreyfus.com) or by calling 1-800-THE-LION.

By accepting this Agreement, you affirm that you have a valid email address on record with MBSC Securities Corporation, have access to the Internet, and you are at least 18 years of age. You also affirm that you have installed Adobe Acrobat Reader version 4.0 or higher to view your Documents. You agree that electronic delivery of the Documents is deemed accepted, regardless of whether a particular document is accessed or viewed. You may print or save a copy of the Documents at anytime. You may request a mailed copy of your Documents by calling 1-800-THE-LION.

Your consent to accept electronic delivery of the Documents is effective until revoked by Pershing, MBSC Securities Corporation, or you. You may revoke your consent and resume receiving paper Documents by changing your delivery preferences online. You may also contact MBSC Securities Corporation directly for assistance.

You expressly agree and acknowledge that your use of the Service is at your sole risk. Neither Pershing nor its respective directors, officers, employees, agents, contractors, affiliates, information providers, or services warrant that the online service will be uninterrupted or error free. Pershing does not warrant the timeliness, sequence, accuracy, completeness, reliability, or content of any information with respect to accessing electronic information. The service provided herein is on an "as is", "as available" basis and without warranties including, without limitation, those of merchantability, fitness for a particular purpose or noninfringement other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws, rules and regulations applicable to this service.

You are responsible for maintaining the confidentiality of your user ID and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your user ID or password.

You are agreeing to abide by the terms and conditions as they may be amended from time to time; amended terms will be posted on the web site. Your continued use of the site will constitute your acceptance of the then current terms and conditions.

The terms and conditions of this Agreement set forth the entire understanding and agreement between us with respect to the subject matter hereof.

By signing the application, you acknowledge that you have carefully read, understand, and agree to these terms and conditions; represent and warrant that you are authorized to enter into this agreement and the Supplemental Services Agreement; and indicate your informed and affirmative consent to the electronic delivery of the Documents, termination of paper copies of the Documents, and transmission of an electronic notice to a designated email address(es) as the only notice sent when the Documents become available.

**45. Waiver of Certain Rights.** By signing the application, You knowingly waive any rights You may otherwise have to obtain punitive damages or rescission of transactions to the extent such a waiver is permitted under applicable state and federal law.

Call **1-800-THE-LION** or speak to your representative.



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