



Computershare Advisor Portal

Financial Institution and Financial Advisor Terms and Conditions

1. These Terms and Conditions are automatically displayed on first entering the Advisor Portal website, or in the event of any change to the Terms and Conditions that may be made from time to time by Computershare in its sole discretion. Your continued use of the Site after the amended Terms and Conditions are displayed will constitute acknowledgement and acceptance of the changes. Terms and Conditions may be reviewed at any time by selecting the footer link at the bottom of the page.
2. Before obtaining access to the Advisor Portal website and information and functionality available therein ("Site"), as an employee of the financial institution ("Financial Institution") engaged by our issuer client(s) ("Clients"), or the financial advisor employed by such Financial Institution designated on the holder accounts of our Clients ("Financial Advisor"), you must agree to be bound by the terms and conditions of use set out below. You acknowledge that the Advisor Portal shall only be available for those Clients that have agreed with Computershare to provide such access to Financial Institutions and Financial Advisors.
3. The Site is provided by various Computershare entities ultimately owned by Computershare Limited (including without limitation those located in the United States, Canada, the United Kingdom) (hereinafter "Computershare").
4. You are responsible for obtaining access to the Site (including access to the Internet via an Internet Service Provider and any associated costs related thereto) and for maintaining your computer system and any other equipment required by you to access the Site. Computershare makes no warranties regarding the access, speed, timeliness or availability of the Internet or network services.
5. You understand and agree that you are responsible for maintaining the confidentiality of your User ID and Password and agree not to provide them to any other person (as a precaution, Computershare recommends changing your Password periodically). You specifically agree that you are responsible for any actions entered through the Site by you or others who obtain access through you using your User ID and Password. You agree that Computershare is not responsible for any damages or losses resulting from any breach of security caused by your failure (and/or the failure of other persons who obtain access through you) to maintain the confidentiality of your User ID and Password. If you allow any other person or entity to access the Site, you will defend and indemnify Computershare against any and all liability, costs, or damages arising out of claims or suits by third parties based on or relating to such access or use. You agree that Computershare is not responsible for any damages or losses resulting from any breach of security caused by your failure and/or the failure of other persons not engaged by or on behalf of Computershare, its affiliates, agents, or subcontractors, or who obtain access through you, to maintain the confidentiality of your User ID and Password. You agree to notify Computershare immediately if you suspect that your User ID and/or Password has been lost or stolen or that an unauthorized person has obtained access to the Site using your User ID and Password. Financial Institution agrees to notify Computershare immediately upon the termination of any Financial Advisor associated with such Financial Institution that has been granted access to the Site, or in the event that the Financial Institution and/or Financial Advisor should no longer be designated on a holder account of our

Clients due to termination of the relationship between the Financial Institution and/or Financial Advisor and such account holder. You agree to immediately notify Computershare if you are granted access to any holder's account for whom you are not the designated Financial Institution or Financial Advisor.

6. Please note that when you log in to the Site using a particular User ID and Password, Financial Institution User IDs will have access to all accounts at Computershare that are associated with that Financial Institution and Financial Advisors employed by the Financial Institution. Each Financial Advisor will have access to all accounts at Computershare that have such Financial Advisor coded on the account. You hereby represent and warrant that you have the consent of each holder whose accounts you are granted access to (a) access such accounts and (b) to view and obtain (including through printing or downloading) all information and documents available for such holder's account.
7. The Site is not intended for use by any person or entity in any jurisdiction or country where such use might be contrary to law or regulation. Computershare Limited and Computershare make no representation or warranty regarding the Site's compliance with local laws in jurisdictions outside the United States.
8. Computershare reserves the right without notice to make any technical changes it considers necessary or desirable to the Site or where it considers that it is in Computershare's or its Clients' interests to do so. The Site is designed to be compatible with the latest version of the most used web browsers. If you are not using a common browser or the latest version of a common browser, Computershare does not guarantee that you will be able to continue accessing the Site after an update or technical change.
9. Computershare reserves the right to terminate your access to the Site at any time in its sole discretion, including without limitation, at the direction of its Client(s).
10. Computershare has taken reasonable care in publishing the information and documents contained at this Site. The information at the Site is an accurate and complete reflection of information contained on Computershare's records database, unless otherwise noted in the Site, but may not reflect pending transactions. Computershare does not guarantee and is not responsible for the accuracy of information or documents at the Site which have been provided by third parties.
11. The holding balance shown for any security holder is that recorded on the register after processing on the previous business day but may not be the current holding balance.
12. The information and documents contained at this Site are not intended to be used as the basis for making any investment decision and must not be relied upon as investment advice.
13. You are solely responsible for the use you choose to make of the information and documents at this Site. To the maximum extent permitted by law, Computershare disclaims all liability (including liability in negligence) to any person arising out of use of or reliance on the information or documents at this Site including liability for loss or damage which you or anyone else might suffer as a result of that use or reliance.
14. Computershare takes reasonable care to ensure that electronic communications generated by it through this Site are free of viruses or other corruption of data. Before opening or using any documents or attachments, you must check them for viruses and defects. Computershare's liability in this respect is limited to re-supplying any affected documents or attachments.
15. You acknowledge that you may access and obtain non-public information of a Client and the Client's shareholders, including personal information, through the Site. You agree to maintain the confidentiality of all such non-public information and personal information accessed by you in using the Site in compliance with the requirements of applicable law. You further agree that you will only use such non-public information and personal information as permitted by and in compliance with applicable law. You may have the ability to download and print documents which may contain the Client's shareholder's personal information. You agree to immediately notify Computershare in the event you become aware of any unauthorized access to, use, or disclosure of a Client's shareholder's personal information.
16. Computershare does not currently charge a fee for your access to and use of the Site but reserves the right to do so at any time pursuant to any amendment to these Terms and Conditions. If you are participating in another service provided by Computershare, any fees applicable to that service shall apply.

17. Financial Institution agrees that it is liable for all acts or omissions of its Financial Advisors in connection with the use of the Site and for its Financial Advisors' compliance with these Terms and Conditions.
18. Computershare represents that the Site, its content, programming and software either belong to Computershare or are licensed for use by Computershare, and are protected by copyright, trademark, trade secret, patent and any other applicable intellectual property and other laws. You agree not to use, reproduce, copy, alter or modify any part of the Site or the information available through the Site for any unlawful purpose. You also agree to comply with any reasonable request from Computershare or third parties to protect the property rights of the owner of that part of the Site or information available through the Site.
19. In the event that any part of these Terms and Conditions is not legally enforceable, the remaining terms and conditions shall not be affected and shall remain valid and enforceable.
20. These Terms and Conditions, and all matters arising out of the use of this website, shall be governed, construed and interpreted according to the laws of the State of New York, without reference to the choice of law doctrine of such state. You hereby consent to the exclusive jurisdiction of courts in New York, whether state or federal, over all matters arising out of or relating to these Terms and Conditions.
21. You understand and agree that by clicking on "I agree" or a similar entry field your agreement or consent will be legally binding and enforceable as the legal equivalent of a handwritten signature.

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