

# Margin Disclosure Statement

The Margin Disclosure Statement is intended 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 securities in a margin account, it is important to carefully review the written Margin Agreement provided by your financial organization or its clearing firm, Pershing LLC ("BNY Pershing"), and to consult with your financial organization regarding any questions or concerns you may have regarding margin accounts.

When you purchase securities, you have the option of paying for them in full or borrowing part of the purchase price from BNY Pershing. If you choose to borrow funds from BNY Pershing, you will need to open a margin account with BNY Pershing through your financial organization. The securities purchased are used as collateral for the loan that was made to you or any other indebtedness arising after the initial transaction. If the securities in your brokerage account decline in value, so does the value of the collateral supporting your loan. As a result, your financial organization or BNY Pershing can take action. For instance, your financial organization or BNY Pershing can issue a margin call and/or sell securities or liquidate other assets in any of your brokerage accounts held with your financial organization or BNY Pershing in order to maintain the required equity in the margin account.

**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 or securities 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 BNY Pershing to avoid the forced sale of those securities or other securities or assets in your account(s).

***Your financial organization or BNY Pershing can force the sale of securities or other assets in your account(s).***

If the equity in your account falls below BNY Pershing's maintenance margin requirements or your financial organization's higher "house" requirements, your financial organization or BNY Pershing can sell the securities or other assets in any of your accounts to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.

***Your financial organization or BNY Pershing can sell your securities or other assets without contacting you.***

Some investors mistakenly believe that a financial organization must contact them for a margin call to be valid, and that the financial organization cannot liquidate securities or other assets in their account(s) to meet the call unless the financial organization has contacted them first. This is not the case. Most financial organizations will attempt to notify their clients of margin calls, but they are not required to do so. However, even if a financial organization has contacted a client and provided a specific date by which the client can meet a margin call, the financial organization can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the client.

***Your financial organization or BNY Pershing may change margin requirements or margin call time periods without notice to you.***

With regard to house, maintenance, and other margin calls, in lieu of immediate liquidations, BNY Pershing, through your financial organization, may permit you a period of time to satisfy a call. This time period shall not in any way waive or diminish BNY Pershing's right in its sole discretion, to shorten the time period in which you may satisfy a call, including one already outstanding, or to demand that a call be satisfied immediately. Nor does such practice waive or diminish the right of BNY Pershing or your financial organization 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 BNY Pershing or your financial organization in its sole discretion and judgement.

***Your financial organization or BNY Pershing can increase its***

***"house" maintenance margin requirements at any time and is not required to provide you with 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 your financial organization or BNY Pershing to liquidate or sell securities in your brokerage account(s).

***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 investors under certain conditions, an investor does not have a right to the extension.

Your written Margin Agreement with BNY Pershing or your financial organization provides for certain important obligations by you.

The Margin Agreement is a legally binding agreement, cannot be modified by conduct, and no failure on the part of BNY Pershing or your financial organization at any time to enforce its rights under the Margin Agreement to the greatest extent permitted shall in any way be deemed to waive, modify, or relax any of the rights granted BNY Pershing or your financial organization, including those rights vested in BNY Pershing or your financial organization to deal with collateral on all loans advanced to you.

Also, the Margin Agreement constitutes the full and entire understanding between the parties with respect to the provision of the Margin Agreement, and there are no oral or other agreements in conflict with the Margin Agreement unless you have advised BNY Pershing or your financial organization in writing of such conflict. Any future modification, amendment, or supplement of the Margin Agreement or any individual provision of the Margin Agreement can only be in writing signed by a representative of BNY Pershing. You should carefully review your Margin Agreement for the rights and limitations governing your margin account relationship.

***If Article 15 of the EU Securities Financing Transactions Regulation ("SFTR") is applicable to you:***

Please refer to <https://www.bny.com/assets/pershing/documents/pdfs/disclosures/per-eu-article-15-info-stmt.pdf> for access to an information statement disclosing the risks and consequences of delivering non cash collateral under a relevant collateral arrangement with Pershing LLC (including a margin account). This statement does not amend or supersede the express terms of any transaction, collateral arrangement or otherwise affect your or our liabilities or obligations. Please contact your financial professional if you have any questions.