Amendment to the Vanguard Brokerage Account Agreement

Effective October 21, 2013

Please read this important information carefully. This Amendment updates the terms and conditions of your Vanguard Brokerage Account Agreement and is effective upon your transfer of your Vanguard funds to your Vanguard Brokerage Account or upon your opening of a Vanguard Brokerage Account in which your settlement fund is held in custody by Vanguard Brokerage Services® (VBS®). Please retain this document for future reference.
2. Money Market Settlement Fund Information. This section is amended as follows:

You may pay for and receive the proceeds from trades through Your Settlement Fund. Your Settlement Fund is held in custody by VBS. Only cash can move into or move out of Your Settlement Fund. You cannot transfer shares in kind to Your Settlement Fund or transfer shares in kind from Your Settlement Fund. If VBS receives directions to transfer shares in kind to or from Your Settlement Fund, VBS will treat the directions as instructions to transfer cash.

Your Settlement Fund may, in its sole discretion, decline to accept a purchase for any reason, including, for example, if the size of the purchase may negatively impact the Fund’s operation or performance. VBS will not be liable for lost profits, or other losses and damages that allegedly result from the Fund’s rejection of that purchase. If Your Settlement Fund declines Your purchase, the sweep transaction will not be processed and Your Settlement Fund will not be credited. VBS will attempt to notify You of the rejection and to seek alternative investment instructions. If We do not receive alternative investment instructions, or if We cannot process Your alternative investment instructions, the amount of Your attempted purchase will result in a Free Credit Balance.

Subject to certain minimum balance and time requirements, You may receive interest on Your Free Credit Balance provided the balance is awaiting investment. VBS may receive compensation based on the amount of Free Credit Balances in VBS accounts. If You currently maintain Free Credit Balances in Your Account solely for the purpose of receiving credit interest and have no intention to invest the balance in the future, You must contact VBS to discuss Your investment options.

VBS may, on prior written notice to You, limit, change, or add to the Settlement Fund choices. If VBS eliminates Your current Settlement Fund as a sweep fund choice, We will use best efforts to seek a new sweep money market mutual fund (New Settlement Fund) that is an appropriate money market mutual fund for clients, considering such factors as yield, fees, investment objectives, risks, and current market conditions, and all pending payments and proceeds and all payments and proceeds for trades placed after the elimination date will sweep into or out of this New Settlement Fund. The assets in the money market fund that VBS eliminated as a sweep option will remain invested in the fund without changes until You direct VBS to move these assets into another fund.

3. Commissions and Fees. This section is amended as follows:

The following sentence has been removed:

Note that tax withheld on in-kind distributions from Your brokerage account is automatically withdrawn from the linked money market.
10. Your Responsibility for Understanding Terms of Securities. This section is amended as follows:

Certain Securities and Other Property may impart valuable rights that expire unless You take some action. You are responsible for knowing the rights and terms of Your Securities and Other Property, and for taking action to realize the value of Your Securities and Other Property. However, if any such Security or Other Property is about to expire worthless; be redeemed, exchanged, converted, tendered, or exercised; or remain at a value significantly less than the value You would have received if You had given Us specific instructions; and We have not received instructions from You; except with respect to Retirement Accounts, We may, at our discretion, but are not obligated to, sell, redeem, exchange, tender, convert, or exercise the Security or Other Property for Your Account. You will be charged a brokerage commission and/or fee for any such transaction.

Although We may take the actions described above, We are not obligated to do so or to notify You of impending expiration or redemption dates. You agree not to hold VBS liable for any decrease in the value of Your Securities and Other Property or other losses resulting from Your failure to give VBS instructions on how to respond to a tender offer, exchange offer, or other offer or transaction.

A Vanguard fund, or its transfer agent, may merge Vanguard fund shares held in Your Account to another fund pursuant to a fund merger and convert Vanguard shares from one class to another, for example, from Admiral™ class to Investor class, or Investor class to Admiral class, as described in each fund’s prospectus.

12. Accuracy of Account Information. This section is amended as follows:

Please be sure that the mailing address and banking information on Your Account is kept up to date. If You request a distribution or withdrawal from Your Account, but We are unable to deliver the funds to You (because the check is returned as undeliverable, or because the banking instructions We have on file are not accurate), VBS will attempt to contact You for corrected delivery instructions. If You do not provide Us with corrected delivery instructions promptly, VBS will return the funds to Your Account and the proceeds will sweep to Your Settlement Fund. Note for Retirement Accounts: If funds are returned to Your Account, Your Account records (including the tax records) will reflect that the distribution did not occur.

22. Order Entry Services. This section is amended as follows:

The name of this section is now “Requests for Transactions and Order Entry Services.”

You acknowledge that all orders, except those specifically noted below, must be entered verbally with one of VBS’ brokerage associates or on vanguard.com. VBS may, in its sole discretion, eliminate or restrict Your ability to purchase particular Securities, including Vanguard funds, or Other Property due to volatility or other factors, including, but not limited to, an actual or attempted violation of a fund policy.

Large Transactions in Vanguard mutual funds. Orders for the purchase or sale of Vanguard funds may require notification and/or approval from the fund’s manager. Please call VBS before attempting to place a large transaction.

Written orders for the purchase or sale of Vanguard mutual funds. VBS will accept written orders for the purchase of Vanguard mutual funds and the sale of Vanguard mutual funds, including exchanges, but not Vanguard ETFs®. Written orders will be accepted by VBS only if they are in a format acceptable to VBS and if received by VBS at the following address: 455 Devon Park Drive, Wayne, PA 19087-1815. VBS will not accept written orders for the purchase or sale of Securities other than Vanguard mutual funds, and VBS will not accept written orders for the purchase or sale of Vanguard ETFs. If VBS receives a written order accompanied by a check for the purchase of something other than a Vanguard mutual fund, or for the purchase of a Vanguard fund that has been closed to additional purchases, or if the Vanguard fund refuses the purchase for any reason, VBS may, at its discretion, treat the check as a request to

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fund Your Account with the proceeds to sweep to Your Settlement Fund. VBS will not accept orders from a person not authorized to place trades in Your Account. If VBS receives a check from a person not authorized to place trades in Your Account, VBS may, at its discretion, treat the check as a request to fund Your Account with the proceeds to sweep to Your Settlement Fund. VBS will not accept wires for the purchase of Vanguard funds. If VBS receives a wire with instructions to purchase Vanguard funds, or to purchase something other than a Vanguard fund, VBS may, at its discretion, treat the wire as a request to fund Your Account with the proceeds to sweep to Your Settlement Fund.

Instructions to purchase received by The Vanguard Group, Inc., after You have instructed VBS to transfer Your Vanguard fund positions into Your Vanguard Brokerage Account. You agree that VBS, at its sole discretion, may treat any instruction received by The Vanguard Group, Inc., for the purchase of a Vanguard fund in a registration that You have instructed VBS to transfer to Your Vanguard Brokerage Account, as an instruction to VBS. If the instruction is accompanied by a check, You agree that VBS may treat the instruction as a request to purchase the Vanguard fund indicated in the instruction, even if You do not hold that Vanguard fund in Your brokerage account. If the instruction accompanies a wire, You agree that VBS may treat the instruction as a request to fund Your Account with the proceeds to then sweep to Your Settlement Fund. VBS’ decision to treat any such instruction received by The Vanguard Group, Inc., as an instruction to VBS does not mean that VBS has an ongoing obligation to treat all such instructions received by The Vanguard Group, Inc., as instructions to VBS.

You further agree that VBS may, at its sole discretion, use any check that accompanies such an instruction to pay for the order. You agree to instruct Your bank to pay on checks made payable to “Vanguard,” or a Vanguard fund, or any reasonable variation of either, when presented to Your bank for payment by either The Vanguard Group, Inc.’s or VBS’s bank. If Your bank dishonors the check for any reason, You agree to pay for the transaction in accordance with the Payment, Equity Deposit, and Settlement section of this Agreement. You agree that The Vanguard Group, Inc., VBS, Vanguard Marketing Corporation, or any affiliate of any of them, will not be responsible for any costs or fees incurred by You as a result of Vanguard’s or VMC’s bank’s presentment of a check as described above.

Instructions to redeem received by The Vanguard Group, Inc., after You have instructed VBS to transfer Your Vanguard fund positions into Your Vanguard Brokerage Account. You agree that VBS, at its sole discretion, may treat any instruction received by The Vanguard Group, Inc., for the sale of a Vanguard fund in a registration that You have instructed VBS to transfer to Your Vanguard Brokerage Account as an instruction to sell the Vanguard fund indicated in the instruction, so long as You hold sufficient shares of the fund in Your brokerage account. VBS’ decision to treat any such instruction received by The Vanguard Group, Inc., as an instruction to VBS does not mean that VBS has an ongoing obligation to treat all such instructions received by The Vanguard Group, Inc., as instructions to VBS.

Checkwriting drafts received by The Vanguard Group, Inc., and presented for payment in the 45 days following the transfer of Your Vanguard fund positions to Your Vanguard Brokerage Account. Immediately upon Your transfer of Your Vanguard funds into Your Vanguard Brokerage Account, You agree to cease using the checkwriting drafts (CWRs) issued on Your Vanguard mutual fund accounts and to destroy any unused checks. If You have written CWRs on a Vanguard mutual fund You transferred to Your brokerage account, and those CWRs remain outstanding and unpaid at the time of the transfer, You agree that VBS may, in its sole discretion, elect to treat any CWR received by The Vanguard Group, Inc., or its bank in the 45 calendar days following the date You transferred Your Vanguard funds into Your brokerage account as an instruction to sell sufficient shares of the same Vanguard fund that the CWR was originally written against to cover the CWR. If at the time the CWR is presented for payment, and within the 45 calendar days following the transfer, the balance in the Vanguard fund that the CWR was originally written against is not sufficient to cover the entire CWR, You agree that VBS may, at its sole discretion, elect to treat the CWR as an instruction to redeem shares from the Vanguard fund that the CWR was written against and cover the remainder of the CWR by free credit, if any, and/or a redemption of shares from Your Settlement Fund. You agree that You are responsible for any tax consequences associated with the sale of shares to cover the CWR.
If You do not have sufficient shares in either the Vanguard fund the CWR was originally written against and/or Your Settlement Fund to cover the check in its entirety, VBS will not accept the instruction and will instruct The Vanguard Group, Inc., to instruct its bank to dishonor (i.e., “bounce”) the check. You agree that The Vanguard Group, Inc., VMC, nor VBS, or any affiliate of either, will not be responsible for any costs or fees You may incur as a result of a dishonored CWR.

VBS may accept instructions from The Vanguard Group, Inc., to reverse and/or reprocess the transfer of Your Vanguard funds to Your brokerage account to correct errors made in Your Vanguard-held mutual fund account(s) prior to the transfer.

33. Disclosure of Account Information. This section is amended as follows:

We may disclose Your name and/or information about Your Account or Your transactions consistent with Our privacy policy and pursuant to Rule 14b-1 under the Securities and Exchange Act of 1934 to companies in which You hold Securities unless We receive Your written objection. For additional information with respect to Our privacy policy visit vanguard.com.

In addition, should You request a large transaction in a Vanguard fund, We may disclose information about You and/or Your Vanguard fund holdings to The Vanguard Group, Inc.

The numbered paragraph below corresponds to the numbered paragraph in the Vanguard Brokerage Disclosure Statement.

7. SIPC Protection. This section is amended as follows:

This sentence has been removed:

For all other brokerage accounts, Your Settlement Fund is held through The Vanguard Group, Inc., and the assets in these accounts are not protected by SIPC.