

## Customer Agreement

### INTRODUCTION

This is your Customer Agreement ("Agreement"). It is the contract that contains the terms and conditions governing the securities account ("Account") you have opened with Trade-PMR, Inc. ("TPMR"), the introducing broker. Wells Fargo Clearing Services, LLC, operating under trade name First Clearing ("Clearing Firm") will carry the Account and extend credit on any margin purchases. Certain terms and conditions in this Agreement and disclosures apply to that relationship only. Please read this Agreement carefully. If you are not willing to be bound by these terms and conditions, you should not apply for a securities account nor should you sign the Signature section of the Account Application. Your signature on the Account Application confirms that you have read, understand, and agree to the terms of this Agreement, that you have received the Account Disclosures, that you have received the TradePMR - Maximum Commission and Fee Schedule & Pricing Guide, AND you have received TPMR's Customer Relationship Summary. Except as to the terms and conditions between you and Clearing Firm relating to the carrying relationship with and the extension of credit by the Clearing Firm, you hereby agree that Clearing Firm and its agents are third party beneficiaries of this Agreement and that the terms and conditions hereof, including the arbitration provision, shall be applicable to all matters between you and either TPMR and Clearing Firm or their respective agents. PLEASE NOTE THAT THIS AGREEMENT IS GOVERNED BY A PRE-DISPUTE ARBITRATION AGREEMENT LOCATED IN PARAGRAPH 5. In consideration of TPMR accepting and Clearing Firm carrying your Account, you hereby consent and agree to the foregoing and to the following:

**1. DEFINITIONS:** Throughout this Agreement, "you," "your," "Customer," and "the undersigned" refer to the person(s) whose signature(s) appear(s) on the Signature Page and all others who are legally obligated on this Account. "We," "our," "ours," and "us" refer to Trade-PMR, Inc., its subsidiaries and affiliates, its officers, directors, agents, and employees. "Advisor," refers to your independently hired advisor who is a Registered Investment Adviser registered with the Securities Exchange Commission ("SEC") under the Investment Advisers Act of 1940, as amended ("Advisers Act"), or is a Registered Investment Adviser with a state jurisdiction where the Advisor's principal business is located and any other states as required or appropriate, or is a national bank or federal savings association approved by the Office of the Comptroller of the Currency ("OCC") to exercise fiduciary powers by providing investment advice, and Advisor is in the business of providing investment advice and services to its clients, including without limitation the Advisor firm and all associated advisors and other personnel, to which you have granted authority over your Account. TPMR is not affiliated with your Advisor, and your Advisor does not act as an agent of TPMR. TPMR makes no representations or warranties about your Advisor or their services. "Sub-Advisor" refers to any other independently hired advisor, including without limitation the Sub-Advisor firm and all associated advisors and other personnel, to which you, or your Advisor, have granted authority over your Account. TPMR is not affiliated with any Sub-Advisor(s), and any Sub-Advisor hired by your Advisor does not act as an agent of TPMR. TPMR makes no representations or warranties about any Sub-Advisor or their services. "Clearing Firm" refers to Wells Fargo Clearing Services, LLC, its officers, directors, agents, and employees. Where the context requires, the singular shall be the plural and the plural shall be the singular. As set forth in this Agreement and the Account Disclosures, you understand the role and services provided by TPMR and Clearing Firm, respectively, and agree that this Agreement inures to the benefit of both firms and their affiliates as applicable. For purposes of this Agreement, "securities and other property" means, but is not limited to, money, securities, financial instruments, and commodities of every kind and nature, and related contracts and options, distributions, proceeds, products, and accessions of all property. This definition includes securities and other property currently or hereafter held, carried or maintained by us or Clearing Firm, in our or Clearing Firm's possession and control, for any purpose, in and for any of your Accounts now or hereafter opened, including any account in which you may have an interest. "Available Funds" is defined as the sum of money market funds and free credit balances, plus funds receivable from settled sales and the loan value available to you on marginable securities if your Account is a margin account, minus any funds needed to pay for any open orders and any uncleared deposits. Funds deposited to your Account in the form of a personal check, cashier's check, money order, or automated clearing house transfer may not be withdrawn from your Account until said funds have been cleared by the appropriate bank, clearinghouse, or other financial institution.

**2. REPRESENTATIONS BY CUSTOMER:** By signing the Signature Page, you warrant that all of the information on the Account Application was provided by you or at your direction, that it is accurate and complete to the best of your knowledge and belief and that each of the following statements is accurate as to you and your Account; (a) you are of legal age to enter into contracts in the state of your domicile; (b) no one except those persons who have signed the Signature Page has any interest in the Account unless such interest is revealed in the title of the Account; and (c) unless you advise us to the contrary, in writing, and provide us with a letter of approval from your employer, where required, you represent that you are not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or a member of an exchange, or the Financial Industry Regulatory Authority ("FINRA"). You further represent that if any of the representations contained herein is or becomes materially inaccurate, you will promptly notify us in writing.

**3. SCOPE:** This Agreement shall cover individually and collectively all Accounts that you may open or reopen with us, and shall inure to the benefit of our successors and assigns (whether by merger, consolidation, or otherwise) and we may transfer any of your Accounts to our successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns.

**4. CONSENT TO VERIFICATION AND CREDIT INFORMATION:** In accordance with federal law, TPMR must make a reasonable determination and verification of Customer's profile information. Until verification is complete, TPMR and/or Clearing Firm may not be able to service and maintain your Account. By signing the Signature section of the New Account

Application, you consent to TPMR and Clearing Firm obtaining background and/or credit reports necessary to comply with any federal or state statutes or industry regulation.

**5. ARBITRATION:** This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All of the 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 the claim is filed.
- Arbitration awards are generally final and binding; a party's ability to reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- 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. The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- 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.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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; or
- (ii) the class is decertified; or
- (iii) the Customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**Arbitration Provision:** It is agreed that all controversies or disputes which may arise between you and Advisor, TPMR, Clearing Firm and any Sub-Advisor (and/or any other agent), (collectively, "the parties") shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority ("FINRA") in accordance with its arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York.

**6. JOINT ACCOUNTS:** In General, if this is a Joint Account, each signer ("Joint Owner") of this Agreement agrees that all Joint Owners are jointly and severally liable for all obligations arising under the Agreement. Each Joint Owner agrees that each other Joint Owner shall have the authority to give instructions to us regarding the Joint Account, to communicate and receive information from us concerning the Joint Account, to receive on behalf of the Joint Account securities and/or other property and to dispose of same, to make on behalf of the Joint Account agreements relating to any of the foregoing matters and to terminate or modify or waive any of the provisions of such agreements and generally to deal with us on behalf of the Joint Account, all without providing notice to the other Joint Owners. Each Joint Owner agrees that we are authorized to follow the instructions of any other Joint Owner in every respect concerning the Joint Account and to make deliveries to any Joint Owner, or upon instructions by any Joint Owner, of any securities and/or other property in the Joint Account, and to make payments to any Joint Owner, or upon orders of any Joint Owner, of any or all monies at any time or from time to time as such Joint Owner may order and direct, even if such deliveries and/or payments shall be made to such Joint Owner personally, and not for the Joint Account. Each Joint Owner agrees to hold us and our employees and agents harmless from and indemnify the same against any losses, causes of action, damages, and expenses (including attorneys' fees) arising from or as the result of us, our employees, or agents following the instructions of any Joint Owner. Each Joint Owner further agrees that we shall not be under any duty or obligation to inquire into the purpose or propriety of any such demand for delivery of securities or payment of monies.

At any time, we may, in our sole discretion, require joint or collective action by all Joint Owners with respect to any matter concerning the Joint Account, including but not limited to the giving or cancellation of orders and the withdrawal of money or other property. Notwithstanding any of the foregoing, we are authorized in our sole discretion, and without liability because of fluctuating market conditions or otherwise, to do any one or more of the following: (i) select which instructions to follow and which to disregard; (ii) suspend all activity in the Joint Account, and refuse to buy, sell or trade any securities and/or other property, and refuse to disburse any such securities and/or other property, except upon further written instructions signed by ALL the Joint Owners; (iii) close the Joint Account and send any and all securities and/or other property by ordinary mail to the address of record; or (iv) file an interpleader action in any appropriate court, in which event we shall be entitled to recover all costs including reasonable attorneys' fees in an amount set by the court. (You agree that filing of such an interpleader is an extraordinary event and will not be deemed a waiver of the right to arbitration under this Agreement.) Each Joint Owner agrees that we may, at any time, suspend all activity in the Account pending instructions from a court of competent jurisdiction.

**Death of a Joint Owner:** You also agree that in the event of the death of any Joint Owner, the survivor or survivors will notify us immediately in writing that the Joint Owner has died. We may, before or after receiving this notice, take any actions, require any documents and inheritance or estate tax waivers, retain a portion of and/or restrict transactions in the Account if we deem these actions advisable in order to protect ourselves against any tax liability, penalty

or loss under any present or future laws or otherwise. The estate of the deceased Joint Owner and the surviving Joint Owners will continue to be jointly and severally liable to us for any net debit balance or loss in the Account resulting from the completion of transactions initiated prior to our receipt of the written notice of death of the deceased Joint Owner or incurred in the liquidation or the adjustment of the Joint Owners and/or any third-party interests. In the event of the death of any party to a Joint Account held by spouses as tenants by the entirety or as a Joint Account with right of survivorship, you agree that the death of either of the Joint Owners shall vest the interest of the deceased tenant with the surviving tenant, who may continue to exercise full authority over the Account, subject to our set-off against the Account for any amounts owned by the decedent or any surviving Joint Owner. In the event of the death of any party to a Joint Account held as tenants in common, you agree that in the percentage of ownership of the Account held by each of the Joint Owners as of the close of business on the date of the death of the deceased Joint Owner (or on the next following business day if the date of death is not a business day) will be equal unless a different tenancy percentage is specified by the Joint Owners in the New Account Application. You also agree that any taxes, costs, expenses, or other charges which become a lien against or become payable out of the Account as a result of the death of the deceased Joint Owner or through the exercise by his or her estate or representatives of any rights in the Account will, insofar as possible, be deducted from the interest in the estate of such Joint Owner. If you designate your Account as a community property account, you agree that we will treat all property placed in the Account and any proceeds generated by the property in the Account as community property. You understand that this designation is intended only for the convenience of the parties and is not intended in any way to change the substantive status of the ownership of the property or the proceeds thereof. You further authorize us to receive into the Account any securities and/or other property delivered to it by or for either Joint Owner without delineation as to actual ownership of the property. In any situation where we cannot determine to our satisfaction the proper distribution of securities and/or other property from a Joint Account upon the death of one owner, we may, at our sole discretion, freeze the Account indefinitely pending a resolution deemed satisfactory to us, such as (without limitation) a binding agreement among all interested parties or a final decision of an arbitrator or court having jurisdiction over the matter.

Notwithstanding the governing law provisions of Section 25 of this Agreement, which shall govern the contractual obligations the parties under the Account, the legal ownership of your Account shall be governed by and implemented under the internal laws of your state of residence. The authority conferred hereby shall remain in force until we receive written notice of revocation.

**7. CUSTODIAL ACCOUNTS:** If this is a custodial account, you understand that we will maintain an account established under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act for which you will act as custodian. You understand that you represent and warrant that the assets in the Account belong to the minor and all such assets will only be used by you for the benefit of the minor. You further understand that only one custodian is permitted to be named on the Account and that margin is not allowed in custodial accounts. As used herein, “you” or “your” shall refer to the custodian or to the minor as the context may require.

**8. THE ACCOUNT:** The Account is a cash and/or margin brokerage securities account that may be used to purchase or sell securities and/or other property. All orders authorized by you for the purchase or sale of securities and/or other property, which may be listed on more than one exchange or market, may be executed on any exchange or market selected by us, unless otherwise specifically directed by you. If we provide recommendations, you recognize that these recommendations are merely opinions because such suggestions deal with future developments that cannot be predicted with certainty. We are under no obligation to keep you informed about developments in the market concerning securities and/or other property, and you will be responsible for remaining informed as to those securities and/or other property.

**Purchases of Securities:** To process orders to purchase securities and/or other property, we require that your Account contain available funds equal to or greater than the purchase price of the securities and/or other property prior to the placement of an order. We may, in our full discretion, accept an order without sufficient funds in your Account with the understanding that payment will be submitted promptly. Any order inadvertently accepted and/or executed without sufficient funds in the Account will be subject, at our discretion, to cancellation or liquidation. If full funds are not available in the Account and an order is processed, your payment via wire or personal check, cashier’s check or money order must be promptly submitted to us to assure that such payment will be received by settlement date or, as market conditions warrant, your Account may be liquidated without prior notice to you.

**Sales of Securities:** You agree that you will not enter sell orders (except orders to sell “short” which are so designated by you and discussed below) unless the security which you are selling is long and in good deliverable form in your Account on or before placement of the order. Any sell order which is inadvertently accepted by us in the absence of securities long and in good deliverable form in your Account will be subject, at our discretion, to cancellation or buy-in.

**Short Sales:** When placing with us any order to sell short, you agree to designate it as such and authorize us to mark such order as “short.” You understand that execution of such a “short sale” is contingent on our affirmative determination that we have made arrangements to borrow the necessary stock or we have obtained assurances that delivery can be made by the settlement date. When placing an order to “sell short against the box,” you understand that you will borrow the necessary stock to make delivery on the settlement date and that your long position in such stock will be unavailable so long as such short position remains open.

**Restrictions on Trading:** You understand and agree that we may at any time, at our sole discretion and without prior notice to you, prohibit or restrict your ability to trade securities and/or other property, or to substitute securities, in your Account.

**Impartial Lottery Allocation System:** When Clearing Firm holds on your behalf bonds or preferred stocks in street or bearer form which are callable, all or in part, you agree to

participate in the impartial lottery allocation system of the called securities in accordance with the provisions of the rules of the New York Stock Exchange.

**Control or Restricted Securities:** Prior to placing an order in connection with any securities subject to Rule 144 or 145(d) of the Securities Act of 1933, you understand and agree that you must advise us of the status of the securities and furnish us with the necessary documents (including opinions of legal counsel, if requested) to clear legal transfer. You acknowledge that there may be delays involved with the processing of control or restricted securities, and that you will not hold us liable for any losses caused directly or indirectly with such delays. We or Clearing Firm may, in our or its sole discretion, require that control or restricted securities not be sold or transferred until such securities clear legal transfer.

**Order Placement:** You understand and agree that when orally placing a trade with a registered representative, either in person or via telephonic means, you agree to be bound to the oral confirmation repeated back to you, unless you object to such oral confirmation at the time of the order. You further understand and agree that we will not be held liable for any direct, indirect, incidental, special or consequential damages that may result from your failure to object to an oral confirmation.

**Cancellation/Modification Requests:** You understand that any attempt to cancel or modify an order is merely a request to cancel or modify. All cancellation requests are accepted by us on a best efforts basis only. You understand and agree that when you place a request to cancel an order, cancellation of that order is not guaranteed.

**Corrected and Late Trade Reports:** From time to time we may receive late and/or erroneous trade reports from exchanges or market makers. You understand and agree that the status of orders which are not reported to you or which are reported as having expired, been cancelled, or been executed, may be changed in response to such late reports in order to reflect what actually occurred in the marketplace with respect to such order.

**9. RULES AND REGULATIONS:** All transactions in your Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearinghouse, if any, where the transactions are executed. Transactions shall also be subject to the provisions of federal and state securities laws, as amended, and to the rules and regulations of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. You agree that we or Clearing Firm shall not be liable for any loss caused directly or indirectly by our or its compliance with such rules or regulations or by government restrictions, exchange or market rulings, suspensions of trading, war, acts of terrorism, or other conditions beyond our or its control.

**10. LIEN:** All of your securities and/or other property now or hereafter held, carried, or maintained by us or Clearing Firm in our or its possession and control for any purpose, in or for any Account that you have an interest shall be subject to a lien for the discharge of any and all indebtedness or any other obligation you may have to us or Clearing Firm, and are to be held by us or Clearing Firm as security for the payment of any liability of indebtedness of yours to us or Clearing Firm in the Account. We or Clearing Firm may at any time and without giving you prior notice, use and/or transfer any or all securities and/or other property in any Account in which you have an interest, without regard to us or Clearing Firm having made any advances in connection with such securities and/or other property and without regard to the number of Accounts you may have with us. In enforcing the lien, we or Clearing Firm shall have the discretion to determine which securities and/or other property are to be sold or which contracts are to be closed.

**11. PAYMENT OF COMMISSIONS, FEES AND OTHER INDEBTEDNESS:** You understand and agree to pay the charges and fees (which are subject to change) which will be assessed to you for the services provided by us. Without limiting the foregoing, we may assess your Account(s) with such usual and customary charges as TPMR or Clearing Firm may determine to cover our services, or the termination of such services, including, but not limited to custody and transaction fees. The maximum charges and fees that may be assessed to your account are specified in the TradePMR – Maximum Commission and Fee Schedule & Pricing Guide, which is available on TradePMR’s website ([www.tradepmr.com](http://www.tradepmr.com)). A paper copy of the Maximum Commission and Fee Schedule & Pricing Guide is available to you upon written request. You understand and agree that TradePMR may change or amend the Maximum Commission and Fee Schedule & Pricing Guide at any time without first notifying you.

TradePMR reserves the right to vary its fees among clients in connection with special offers, combinations of services, or in other circumstances, however, your fees will not exceed the maximums set forth in the Maximum Commission and Fee Schedule & Pricing Guide.

You agree to satisfy, upon demand, any indebtedness, and to pay any debit balance in any Account in which you have an interest. You understand and agree that a finance charge may be charged on any debit balance in your Account in accordance with our usual custom, together with any increases in rates caused by money market conditions, and with such other charges as we or Clearing Firm may impose to cover our extra services. No Account of yours may be closed without us first receiving all securities and/or property for which the Account is short and outstanding debts which you owe to us or Clearing Firm for any reason whatsoever. You agree to pay and shall be liable for the reasonable costs and expenses of collection of the debit balance and any unpaid deficiency in any of your Accounts with us, including, but not limited to, attorneys’ fees incurred and payable or paid by us or Clearing Firm. You further agree to reimburse us or Clearing Firm for any actual expenses we or Clearing Firm incur to execute, cancel or amend any wire transfer payment order, or perform any related act at your request. We or Clearing Firm may charge any Account of yours for such costs and expenses without prior notice to you.

All securities and/or other property now or hereafter held, carried or maintained by Clearing Firm in its possession in any of your Accounts may be pledged or repledged by Clearing Firm from time to time, without notice to you, either separately or in common with other such securities and/or other property for any amount due in any of your Accounts, or any greater

amount, and Clearing Firm may do so without returning to your possession or control for delivery a like amount of similar securities and/or other property.

**12. CUSTOMER'S INTENT TO CONSUMMATE TRANSACTIONS:** All orders for the purchase or sale of any securities and/or other property for you are executed with the express understanding that you intend an actual purchase or sale and that it is your intention and obligation in every case to deliver certificates to cover any and all of your sales and in the case of purchases to receive and pay for certificates and that you will do so in compliance with all applicable regulations. In case we make a short sale of any securities and other property at your direction or in case you fail to deliver to us any property which we have sold at your direction, then and in such event you authorize us or Clearing Firm, in our or its discretion, to buy-in (and, if you have a margin account, to borrow) any securities and other property necessary to make delivery thereof, and you hereby agree to be responsible for any loss which we or Clearing Firm may sustain thereby and any premiums which we may be required to pay thereon, and for any loss which we or Clearing Firm may sustain as a result of our or its buy-in of (and, if you have a margin account, by reason of our or its inability to borrow) such securities and other property sold.

**13. EXCHANGE RATE FLUCTUATION:** You understand and agree that if any transactions for your Account are affected on an exchange in which a foreign currency (non-U.S. denomination) is used, any profit or loss as a result of a fluctuation in the exchange rate will be charged or credited to your Account.

**14. LIQUIDATION:** Clearing Firm shall have the right, in accordance with its general policies regarding its margin maintenance requirements, as such may be modified, amended or supplemented from time to time, or, if in its discretion Clearing Firm considers it necessary for its protection to require additional collateral at an earlier or later point in time than called for by said general policies, or in the event that a petition in bankruptcy or appointment of a receiver is filed by or against you, or an attachment is levied against any Account in which you have an interest, or in the event of your death, to sell any or all securities and/or other property in your Account, whether carried individually or jointly with others, to buy any and/or all securities and/or other property which maybe short in any of your 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 its discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and Clearing Firm may be the purchaser(s) for its own account, it being 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 its right to sell or buy without demand or notice as herein provided. After deducting all costs and expenses of the purchase, buy-in and/or sale and deliveries, including, but not limited to commissions and transfer and stamp taxes, Clearing Firm shall apply the residue of the proceeds to the payment of any and all of your liabilities, and you shall remain liable for any deficiency. No course of dealing between you and us or Clearing Firm nor any delay on Clearing Firm's part in exercising any of its rights or remedies shall constitute a waiver thereof, and any such right or remedy may be exercised from time to time and as often as Clearing Firm may determine.

**15. DIVIDEND REINVESTMENT PLAN:** The Dividend Reinvestment Plan ("DRP", "the Plan") allows you to automatically reinvest any dividends, capital gains and return-of-capital income distributions ("Eligible Monies") paid on shares we hold for you in additional shares of the same securities. The Equity Dividend Reinvestment options selected by the Customer are on the New Account Application.

This service is available on most domestic listed New York Stock Exchange, American Stock Exchange and NASDAQ common stocks held in your Account in nominee name ("Eligible Securities"). Many stocks eligible through the DRP do not have reinvestment programs of their own therefore; the Plan offers you many more opportunities for reinvestment.

You can reinvest whether your Eligible Securities are fully paid or you are using securities as loan collateral in a margin account. We will reinvest all Eligible Monies into whole and fractional shares rounded to three decimal places.

We can reinvest in all or some of the Eligible Securities in your Account. If, in setting up your Account, you elected to reinvest all future dividends, capital-gain distributions, and return-of-capital Monies, the DRP service will also apply to eligible future holdings as well as current holdings. No further action is required.

But if you chose instead to reinvest only certain securities in your Account, you will need to advise your Advisor whether or not to reinvest each time you buy a new Eligible Security or deposit one into your Account.

You can make reinvestment decisions when entering good-till-canceled orders, or in anticipation of transferring securities to us from another firm. Reinvestment decisions can easily be changed by contacting your Advisor, who you authorize to instruct us to add or delete a specific stock or change your standing account instructions.

Any change must be received at least two days before the posting date of any Eligible Monies. Written confirmation of changes will not be issued; however, at any time, your Advisor will be able to tell you which of your securities are being reinvested through the DRP. Reinvestment will be determined based on your Account coding one business day before Eligible Monies are credited to your Account.

**How the Plan Works:** On the day Eligible Monies are credited to your Account, they will be reinvested at or near the opening price of each designated Eligible Security. If multiple lots are necessary, an average price will be used. If an IRS Form W-9 is required and is not on file, or if your Account is, for any reason, subject to any other withholding requirements, reinvestment will occur for net eligible monies after deducting amounts withheld. Clearing Firm will detail all DRP reinvestment activity on your monthly Account statement, including purchase price and number of shares purchased (including fractional shares), date of such transactions, and total number of shares of such securities in your Account. If you sell the entire position of one of your Eligible Securities before Eligible Monies are credited (or, in the case of an optional

dividend, if you have specifically chosen the cash option), we will not reinvest those Eligible Monies in that stock.

**You Can Sell Reinvested Shares of Your Eligible Securities:** When you sell your entire whole-share position in any Eligible Security, any fractional share will be sold automatically. If your position is sold in multiple executions, the fraction will be sold at your first execution price. Your trade confirmation will reflect whole shares sold through the appropriate exchange or market. Your fractional share will appear on the same confirmation as being sold through our Fractional Share Facilitation Account, since fractional shares can't be sold through regular methods. Use of our DRP does not guarantee you a profit or protect you against losses, it does allow you to take advantage of market fluctuations and invest fixed dollar amounts periodically, without paying commissions or fees.

#### Terms and Conditions:

- Clearing Firm reserves the right to suspend or delete an otherwise Eligible Security from dividend reinvestment at any time, without notice, in response to market conditions.
- Should you request registration of your whole shares or request their transfer to another firm, any fractional shares will be sold.
- Each type of payment (dividends, return of capital, long-term capital gain) will be considered separately in determining minimums subject to reinvestment.
- Voting privileges do not exist on fractional shares.
- If you are an "affiliate" or "insider" of any issuer, you may want to consult your personal legal advisor before participating in the DRP with respect to that issue.

Clearing Firm reserves the right to modify the terms of the Plan, or discontinue or suspend it (in whole or in part) whenever conditions warrant, at any time, with or without notice.

#### 16. COMMUNICATIONS, CONFIRMATIONS, PERIODIC ACCOUNT STATEMENTS, CREDIT REPORTS AND INVESTIGATIONS:

You agree that communications may be sent to the mailing address or email address on file with us, or to such other address as you or your Advisor may hereafter give in writing, and all communications so sent, whether by mail, electronic mail, telegraph, messenger or otherwise, shall be deemed given to you personally, whether actually received or not. You warrant that the address currently on file with us is an address where you personally receive communications.

Notices to you concerning margin requirements or other matters related to your Account usually will be sent to you by TPMR, although notice may be sent directly from Clearing Firm to you without duplicate notice to TPMR if market conditions or time constraints so require, or if Clearing Firm determines, in its sole discretion, that other circumstances so require. Notices and other communications, including but not limited to margin and maintenance calls, may also be provided to you orally. Such notices and other communications left for you on your answering machine, voice mail, electronic mail or otherwise, shall be deemed to have been delivered to you whether actually received or not.

Transactions entered into for your Account shall be confirmed to you in writing where required by applicable law or regulation. You understand that if your Account is linked to a money market fund, Clearing Firm (including the Portfolio) will not send out confirmations on each occasion that shares of the Portfolio are either bought or redeemed, and if you participate in a dividend reinvestment plan, Clearing Firm will not send out confirmations on each occasion that shares are purchased through such plan, but your Account statements will describe the transactions in the Portfolio and purchases through the dividend reinvestment plan which took place during the preceding period. You understand that Clearing Firm will provide you with a statement at least quarterly of all transactions in your Account during that period, and monthly in the months in which there is activity in your Account. You understand that it is your responsibility to review upon first receipt all statements and confirmations delivered to you, whether by mail or otherwise. You agree that statements and confirmations shall be conclusively deemed accurate as stated unless you notify us or Clearing Firm in writing at once, and in no event later than ten (10) days after receipt of either statements or confirmations, that the information contained in such statement or confirmation is inaccurate.

Inquiries concerning the balance and positions in your Account should be directed to Trade-PMR, Inc., PO Box 358230, Gainesville, FL 32635. All other inquiries concerning your Account and the activities therein; should be directed to your Advisor listed on the front of the statements and confirmations provided to you. Failure to notify us or Clearing Firm shall also preclude you from asserting at any later date that such transactions were unauthorized. You authorize us, at our discretion, from time to time, to obtain reports and to provide information to others concerning your credit standing and your business conduct. We may request credit reporting agencies for consumer reports of your credit history. Upon your request we will inform you whether we have obtained any such credit reports and, if we have, we will inform you of the name and address of the credit reporting agency that furnished the reports. 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. Under the Fair Credit Reporting Act, you have the right to notify us if you believe we have reported inaccurate information about your Account to any consumer reporting agency. Such notices should be sent in writing and include your complete name, current address, social security number, telephone number, account number, type of account, specific item or dispute, and the reason why you believe the information reported is in error. Send your notice to TPMR.

**TPMR's Privacy Policy and Disclosure of Information.** Pursuant to this Agreement, TPMR will use the information you provide to open and service your Account(s), to communicate with you, to provide you with information regarding TPMR's products and services, and to provide to your Advisor or Sub-advisor and their successors or assigns, or any authorized third parties, including those as directed by your Advisor or Sub-advisor, information about you and your Account(s). Please refer to TPMR's Privacy Policy under the Account Disclosures section of this Agreement. By entering into this Agreement, you consent to TPMR: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of Account trade confirmation,

Account statements and any other information relating to you and your Account(s) to any Advisor or Sub-advisor engaged or hired by you and their successors and assigns, if and in such manner as requested by your Advisor or Sub-advisor and their successors and assigns; (ii) sending such information about you and your Account(s) to third parties as your Advisor or Sub-advisor directs to TPMR; and (iii) disclosing information about you and your Account(s) to other third parties as provided in TPMR's Privacy Policy, your New Account Application and this Agreement, or as otherwise permitted by law.

**17. EXTRAORDINARY EVENTS:** You understand and agree that we or Clearing Firm shall not be liable for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, acts of terrorism, strikes, failure of the mails or other communication systems, or any other conditions beyond our control. You further understand and agree that we or Clearing Firm shall not be responsible for any damages caused by equipment failure, communications line failure, unauthorized access, theft, systems failure, and other occurrences beyond our control.

**18. SEVERABILITY:** If any condition or provision 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 condition or provision. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as though such invalid or unenforceable condition or provision were not contained herein.

**19. RECORDING CONVERSATIONS AND MONITORING E-MAIL:** You understand, agree, and expressly consent to the recording of your telephone calls with us and monitoring of your electronic communications conducted with us.

**20. DISCLOSURES TO ISSUERS:** Under Rule 14b-1(c) promulgated under the Securities Exchange Act of 1934, as amended, we are required to disclose to an issuer the name, address, and position of our customers who are beneficial owners of that issuer's securities unless you object. Unless you notify us of such objection in writing, we will make such disclosures to issuers.

**21. WAIVER:** Except as specifically permitted in this Agreement, no provision of this Agreement, can be, nor be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by an authorized member of TPMR and Clearing Firm. Our or Clearing Firm's failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on our or its part to exercise any power or right, nor shall any single or partial exercise preclude any further exercise.

**22. SUCCESSORS:** You understand and agree that this Agreement and all its terms shall be binding on your heirs, executors, administrators, personal representatives, and assigns. This Agreement will inure to the benefit of our and Clearing Firm's successors, assigns, and agents. We or Clearing Firm may assign the rights and duties under this Agreement to any of our or its subsidiaries or affiliates without giving you notice or to any other entity upon written notice to you.

**23. POWER OF ATTORNEY:** You agree and hereby irrevocably appoint us and Clearing Firm with full power as your true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that we or Clearing Firm deem necessary or advisable to accomplish the purposes of this Agreement.

You authorize TPMR to send duplicate confirmations and statements to your Advisor. You grant a limited Power of Attorney to your Advisor to exercise discretionary power over the Account, to provide TPMR with instructions regarding, but not limited to, trading, cash-sweep options, tax-lot elections, withholding rates on distributions, first-party disbursement authority, contact information changes or updates (i.e., address, phone number, email address) and that TPMR can rely on such instructions as if they were received directly from you. You authorize TPMR to accept instructions from your Advisor with respect to advisory fee billing and to pay any advisory fees to your Advisor, as directed by your Advisor. With regard to first-party disbursement authority, you authorized your Advisor to move money from your Account to your accounts of identical registration at TPMR provided that your Advisor has not informed TPMR that it has changed this authority. You understand and agree that it will also include the ability of your Advisor to move money from your Account to the other accounts on which you are named account holder at TPMR (known as "first-party" money movement). Examples include journaling assets between: an individual's account and his/her IRA account; an individual's account and his/her revocable living trust; a husband/wife's joint account and the same husband/wife's community property. Any and all authorizations you grant to your Advisor or other third-parties with respect to your Account will apply to the successors and assigns of such Advisor or other third-party, subject to limitations of applicable law.

**24. MODIFICATION OF AGREEMENT:** You understand and agree that we or Clearing Firm may unilaterally change the terms and conditions of this Agreement at any time upon providing notice to you.

**25. CHOICE OF LAW:** This Agreement shall be deemed to have been made in the State of Florida and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Florida.

**26. TERMINATION:** You may close your Account at any time by providing us written notice. This Agreement shall remain in effect until an authorized person of TPMR acknowledges in writing the receipt of such written notice, at which time you will not be bound for any further transaction made for the Account thereafter. However, you will remain responsible for all prior transactions and for all costs associated with your account, including commissions and related costs. Provisions regarding arbitration will survive termination of this Agreement. You understand and agree that we or Clearing Firm have the right to close your Account at any time without prior notice to you.

**27. CONTINUITY OF AGREEMENT:** The provisions of this Agreement and the other Account Documents shall be continuous, shall cover individually and collectively all accounts which you

may open or reopen with us, and shall inure to the benefit of our present organization, and any successor organization or assigns.

**28. CUMULATIVE NATURE OF RIGHTS AND REMEDIES:** You understand and agree that all rights and remedies given to us and Clearing Firm in this Agreement are cumulative and not exclusive of any other rights or remedies which we otherwise have.

**29. SUB-BROKERS AND AGENTS:** You understand and agree that we and Clearing Firm may employ sub-brokers or other Agents, as our or its Agents or as your Agents, in connection with the execution of any order or the consummation of any other transaction hereunder, and we and Clearing Firm shall be responsible only for reasonable care in their selection. You agree to indemnify and to hold us, Clearing Firm or any of our and its affiliates, officers, or directors harmless from any loss, damage or liability arising out of any transaction which we act, directly or indirectly, as your agent, absent any willful or grossly negligent conduct.

**30. NO AGENCY:** You understand and agree that TPMR is not acting as agent of Clearing Firm and you agree that you will in no way hold Clearing Firm or any affiliate of Clearing Firm or any officer, director, or agent thereof liable for any trading losses or other losses incurred by you.

**31. RELIANCE ON INSTRUCTIONS OF TPMR:** Clearing Firm may accept from TPMR without inquiry or investigation, orders for the purchase or sale of securities and other property on margin or otherwise, and any other instructions concerning the Account, including but not limited to instructions to release your confidential Account information or other nonpublic personal or financial information to a third-party service provider. You agree to indemnify and to hold harmless Clearing Firm or any of its affiliates, officers, or directors from any loss, damage or liability arising out of, or in any way related to or by reason of the release of such personally identifiable information to a third-party service provider pursuant to good faith reliance on instructions from TPMR.

**32. ASSIGNMENT OF RIGHTS:** You understand and agree that any rights either TPMR or Clearing Firm has under this Agreement may be exercised by either TPMR or Clearing Firm or may be assigned to the other, including, but not limited to, the right to collect any debit balance or other obligations owing in your Account, and that TPMR or Clearing Firm may collect from you or enforce any other rights under this Agreement independently or jointly.

**33. EFFECT OF ATTACHMENT OR SEQUESTRATION OF ACCOUNTS:** You understand and agree that we or Clearing Firm shall not be liable for refusing to obey any orders given by or for you with respect to any Account which is or has been subject to an attachment or sequestration in any legal proceeding against you, and we and Clearing Firm shall be under no obligation to contest the validity of any such attachment or sequestration.

**34. LIABILITY:** You understand and agree that we shall not be liable in connection with the acts of your Advisor or the entering, execution, handling, selling or purchasing of securities or orders for your Account except for gross negligence or willful misconduct on our part.

**35. Advisor RESPONSIBILITY:** Your Advisor is solely responsible for monitoring your Account, including without limitation:

- a) Receiving and reviewing any financial or personal information about you and your investment objectives;
- b) Determining if a specific investment strategy is suitable or appropriate for you;
- c) Determining the appropriate fee structure to be assessed to your account for execution services (i.e., transactional/asset-based/flat administrative);
- d) Supervising the volume of activity, or any other matter regarding the quantity, quality, or specifics of any securities or options transaction in your Account;
- e) Making recommendations regarding a specific security investment strategy;
- f) Providing you with research or market interpretations regarding the advisability of purchasing or selling a specific security; and
- g) If you have an options account or engage in transactions in the listed securities options:
  - i. Determining which options strategies are suitable for you;
  - ii. Notifying you when you have been assigned delivery responsibility on a short option position; and
  - iii. Accepting exercise notices from you for long option positions in your Account.

Advisor is not affiliated with, controlled, or employed by TPMR.

**36. SINGLE ACCOUNT:** All transactions for or in connection with your Account shall be deemed to be included in a single account notwithstanding the fact that such transactions may be segregated on our or Clearing Firm's records into separate accounts, either severally or jointly with others; and at any time and from time to time, in our discretion, we and Clearing Firm may without notice to you, apply and/or transfer any or all securities and/ or other property between any of your Accounts or from any of your Accounts to any account guaranteed by you.

**37. HEADINGS:** The heading of each section of this Agreement and the heading contained in the other Account documents are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such document.

**38. NO INVESTMENT, LEGAL OR TAX ADVICE:** You understand and agree that we do not provide any investment, legal or tax advice. However, you should be aware that if you purchase a municipal security as part of a tax-advantaged retirement account, the income or dividends you receive in connection with the investment which may otherwise be tax-exempt, could result in tax implications upon withdrawal. You should consult with your tax advisor regarding tax-advantaged investments and your specific tax situation. With respect to the securities held or formerly held in Account, or the issuer thereof, which became the subject of a legal proceeding, including bankruptcy, you understand and agree that we shall not be obligated to render any advice or take any action with respect to such legal proceedings. By signing the New Account Application, you authorize us to accept instructions from your Advisor to make changes to your tax lot relief method default selection or for a specific transaction.

**39. DISCLOSURE OF CREDIT TERMS:** Rule 10b-16 of the Securities Exchange Act of 1934 requires a broker who extends credit to a customer in connection with any securities transaction to furnish the customer specified information describing the terms, conditions, and methods whereby interest charges are made to customers' accounts. This disclosure statement is provided to you by Clearing Firm in conformity with that rule.

**Cash Accounts:** Cash Accounts may be subject, at Clearing Firm's discretion, to interest on any debit balances resulting from failure to make payment in full for securities purchased, from failure to timely deliver securities sold, from proceeds of sales paid prior to settlement date, or for other charges which may be made to your Account. You understand and agree that the interest charged shall be determined by the rate applied on margin accounts.

**Margin Accounts:** Purchases of securities on credit, commonly known as margin purchases, 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 Clearing Firm extends credit for the remainder. This loan appears as a debit balance on your monthly statement. Clearing Firm 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. You understand and agree that 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. Only certain securities, as defined by Clearing Firm or the Federal Reserve Board, may be purchased on margin or used as collateral in your Account. Whether a purchase may be made on margin, how much of the purchase price must be available in your Account at the time you place the order, and your margin maintenance requirements, are determined by Clearing Firm, the Federal Reserve Board, or by applicable exchange rules. For Clearing Firm's own protection, you understand and agree that Clearing Firm reserves the right, at any time and without prior notice you, to impose stricter requirement than those imposed by the Federal Reserve Board or applicable exchange rules. You agree to maintain such required margin in your Account and understand that any debit balances in such Account will be charged interest. All payments received for your Account including interest, dividends, premiums, principal or other payments may be applied by Clearing Firm to any debit balances in such Account. Clearing Firm requires that you have at least \$2,000 in equity in your Account, or such higher amount as required by it, or applicable rules and regulations, before it will extend credit to you. Generally, Clearing Firm can loan you no more than 50% of the purchase price of the security you are buying on margin. It is Clearing Firm's general policy to require margin account holders to maintain equity in their accounts of the greater of 30% of the current market value or a minimum per share value for common stock. These minimums may fluctuate according to market conditions as well as size, volatility, and creditworthiness of specific securities held in the account. Clearing Firm applies other standards for other types of securities. Also, certain securities may be ineligible for margin credit from time to time. For information with respect to general margin maintenance policy for municipal bonds, corporate bonds, United States Treasury notes and bonds, and other securities, as well as information about the eligibility of particular securities for margin credit, please contact Clearing Firm or your Advisor. Notwithstanding any of the above general policies, Clearing Firm 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, Clearing Firm may take into consideration various factors including the size of the account, liquidity of a position, price volatility of a security, concentration of securities in an account, or a decline in creditworthiness. If you fail to meet a margin call in a timely manner, some or all of your positions may be liquidated. You are not entitled to prior notice, by way of margin call or otherwise, before Clearing Firm sells (or buys in for short positions) any securities in your Account when your Account falls below Clearing Firm's margin maintenance requirements or under any other circumstances in which Clearing Firm may sell securities in your Account or cancel open orders. In addition, even if we have contacted you and provided a date by which you must deposit additional funds into your Account, Clearing Firm may still, at its sole discretion, sell (or buy in for short positions) any securities in your Account or cancel any open orders without additional notice. Under any circumstances in which Clearing Firm may sell securities in your Account, you are not entitled to choose which securities are sold. You represent that, with respect to securities against which credit is or may be extended by Clearing Firm; that you do not control, are not controlled by, and are not under common control with, the issuer of such securities.

**Interest Rates:** You understand and agree that an annual rate of interest will be charged to the daily adjusted debit balance in your Account. The annual rate of interest charged on net debit balances is computed at a selected rate above the prime lending rate or the actual cost of borrowing money, whichever is higher. You further understand and agree that rates and methods of calculations may be charged from time to time in Clearing Firm's sole discretion, in keeping with changes in market conditions, without prior notice to you. The prime lending rate and/or cost of borrowing money will fluctuate periodically and will result in an automatic change (increase or decrease) in the interest rate without prior notice to you. If there is a change in the interest rate due to a change in the cost of money during any interest period, separate charges will be shown for each period under each different rate. "Cost of borrowing money" shall be the higher of (a) the interest charged to us by a bank doing business in Virginia on loans collateralized by securities; or (b) the interest rate charged to us by a bank doing business in Virginia on loans for business purposes.

**Default Rate of Interest:** If you are in default and until such time as the default is cured, and in substitution for any other rate of interest specified in this Agreement, interest may be charged at the rate of 24% per annum (or the maximum rate permitted by applicable law) on the debit balance of all margin accounts which are carried by Clearing Firm.

**Method of Interest Computation:** At the close of each monthly interest period during which credit was extended to you, the interest charge is computed by multiplying the average daily adjusted 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. Should the applicable schedule rate change during the interest period, separate computations will be made respect to each rate of charge for the appropriate number of days at each rate during the interest period. Interest charged is calculated on a settlement date basis. Please note that a divisor of 360 days is used in determining the interest charged. The use of this divisor will affect the actual interest charged on an annualized basis and will result in a slightly higher rate on such an annualized basis than the scheduled rate described. If not paid, the interest charge for credit extended to your Account at the close of the interest period is added to the opening debit balance for the next interest period. With the exception of credit balances resulting from short sales, all other credit and debit balances 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 your cash account and you hold a margin account, interest will be calculated on the combined debit balance and charged to the margin account. Any credit balance as the result of any short positions will be disregarded because such credit collateralizes the stock borrowed for delivery against the short sale. Such credit is disregarded even if you should be long the same position in your margin account, i.e., short against the box. If the security in which you sold short (or sold 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 the average debit balance will decline. This practice is commonly known as "marking-to-the-market. Weekly, a 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 a short position occurs, on the following business day your Account will be charged the amount of the dividend or other distribution. The net debit balance in an account may be paid in full at any time, thereby avoiding further interest charges.

**Statement of Interest Charged:** Each month you will receive with your regular monthly statement a Statement of Interest Charged. This statement will show the interest period. Your monthly statement will show each transaction on the date of trade; however, interest as shown on the Statement of Interest Charged is calculated on a settlement date basis. In order to check the calculation of interest charged to your Account, it may be necessary to refer to both your prior and current months' statements. The monthly Statement of Interest Charged will show: (1) the current selected rate used in the calculation and any changes in such rate during the interest period; (2) the daily net balance of all transactions; (3) any free credit balance in your cash account (which reduces the daily net debit balance); (4) any mark-to-the-market as a result of a short position; (5) the number of days your Account had a debit balance; (6) the adjusted daily debit balance on which interest is charged; (7) the amount of interest; and (8) the total interest charge for the period.

**Collateral, Lien, and Liquidation:** You understand and agree that Clearing Firm may require you to deposit additional collateral and/or may liquidate positions in any Account carried by Clearing Firm in which you have an interest for any of the following reasons: (1) if your Account, at any time, falls below Clearing Firm's margin maintenance requirements; (2) if you fail to meet any call for additional collateral; (3) if you indicate to TPMR or Clearing Firm that you do not intend to meet a call for additional collateral; (4) if you file a petition in bankruptcy or if such a petition is filed against you; (5) if you seek or acquiesce to the appointment of a receiver; (6) if an attachment is levied against your Account or any Accounts in which you have an interest; (7) if you die; or (8) any other circumstance which in Clearing Firm's opinion warrants such action, including, but not limited to, changes in price, trading volume, margin ability, or negotiability of your securities and/or other property. You agree that in any such event, Clearing Firm may sell any and all securities and/or other property in any Account(s) carried by Clearing Firm in which jointly with others, buy any and all securities and/or other property which may be short in such Account(s), or cancel any open orders and close any or all outstanding orders or commitments. Clearing Firm may take any of these actions without demand (whether by margin call or otherwise) for funds or additional funds, notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by you. You understand and agree that even if Clearing Firm has contacted you by way of margin call or otherwise and provided a specified date by which you must deposit additional funds into your Account, Clearing Firm may, in its sole discretion, sell (or buy-in for short positions) any securities in your Account or cancel any open orders, without prior notice to you. When we sell securities in your Account under any circumstances, you understand and agree that Clearing Firm may select the securities and that you may not choose which securities are sold. In addition, you understand and agree that you are not entitled to an extension of time in order to meet margin requirements. Clearing Firm retains a security interest in all securities and/or other property held in any Account carried by it in which you have an interest so long as any credit extended remains outstanding. You agree that you will not cause or allow any of the collateral held in your Account to become subject to any liens, security interests, mortgages or encumbrances of any nature other than our security interest. In addition to the foregoing, you authorize Clearing Firm to automatically redeem your available money market fund Portfolio shares, if any, to satisfy any debit balance in your Account or to provide necessary cash collateral in your margin account. All securities and/or other property deposited for the protection of your collateral and/or margin account may be deposited with The Depository Trust Company or any other recognized clearing corporation or depository trust company, and may be held in street name and used there by Clearing Firm until you shall demand and become entitled to delivery thereof; Clearing Firm shall have a reasonable time after such demand for delivery to ship securities, other property or collateral from New York or from any other place where they may be to the place where same are to be delivered to you, and shall only be required to deliver securities and/or other property of the same kind and character as originally deposited. Any prior demand, notice or advertisement shall not be deemed a waiver of Clearing Firm's right to take these actions without demand, notice or advertisement. Any such sales or purchases may be made at Clearing Firm's sole discretion on any exchange or other market



where such business is usually conducted or a public auction or private sale, and Clearing Firm may be the purchaser or the sellers for its own account.

**Loan or Pledge of Securities:** You authorize Clearing Firm to lend either to itself or to others any securities and/or other property, together with all attendant rights of ownership, held by it in your margin account. You acknowledge that in connection with such loans, Clearing Firm may receive and retain certain benefits to which you will not be entitled. In certain circumstances, such loans may limit, in whole or in part, your ability to exercise voting rights of the securities lent. This authorization shall apply to all accounts carried by Clearing Firm for you and shall remain in full force until written notice or revocation is received by Clearing Firm. Within the limitations imposed by applicable laws, rules, and regulations, you agree that all of your securities and/or other property may be pledged and re-pledged and hypothecated and re-hypothecated by the Clearing Firm from time to time without notifying you, either separately or together with other securities and/or other property of other bona fide customers for any amount due to it in any Account in which you have an interest. Clearing Firm may do so without retaining in its possession or control for delivery a like amount of similar securities and/or other property. Clearing Firm may receive compensation in connection with the lending of customer securities.

**Compounded Interest:** You understand and agree that the interest charges imposed on your Account at the close of one charge period will be compounded, that is, added to the opening balance for the next charge period unless paid, thereby becoming part of the principal amount and bearing like interest.

**Short Sales:** Short sales may only be made in margin accounts and are subject to the initial margin and margin maintenance requirements set forth above. Any short sale must be designated as such by you at the time you place such an order. In order to facilitate a short sale, the security that you are selling short must be able to be borrowed to cover the delivery to the purchaser(s). If the stock is recalled by the lender(s) of the securities, Clearing Firm will attempt to re-borrow the securities. However, if Clearing Firm is unable to re-borrow the securities, it may be forced to cover your short position by purchasing the securities on the open market at the then current market price without notice to you. If a short position is closed out, you will be liable for any resulting losses and all associated costs incurred by us.

**Restricted Securities:** Customer will not buy sell, or margin (borrow against) any securities of a corporation of which Customer is a director, executive officer, or 10% stockholder, or are

otherwise classified as a control person or insider, or sell any securities that are subject to any restrictions on resale (whether by law, contract or legend on the security) or are not traded on or through a national securities exchange, automated quotation system, or other nationally recognized published interdealer quotation system, unless such purchase, sale, or loan has been disclosed in writing and agreed to by TPMR.

**40. ABANDONED/DORMANT ACCOUNTS:** TPMR may impose fees for accounts that are considered unclaimed, abandoned or dormant as permitted by applicable state law. Accounts which are presumed to be abandoned or unclaimed will be escheated or delivered to the state in which your Account is maintained in accordance with applicable law.

**41. Termination of Authorization:** The authorization you grant to your Advisor in this Agreement will remain effective until terminated or revoked by you or your Advisor in writing. If your Advisor is no longer eligible to utilize TPMR's brokerage services, we will notify you in writing. Any such termination or revocation will not affect your obligations resulting from transactions initiated prior to our receipt or delivery of such notice or have any effect on any agreement you may have directly with your Advisor. TPMR has no obligation to refer or otherwise assign an alternative Advisor for your Account. Upon written notice of termination or revocation, TPMR will not honor any further instructions from your Advisor. TPMR will designate your Account a "Customer Directed Account" and you will have exclusive control over and responsibility for your Account. You understand and agree that if your Account is designated a Customer Directed Account, it will be subject to an Administration Custodial Fee and that TPMR's standard fee schedule will be applied. The Administration Custodial Fee is charged to compensate TPMR for providing administrative services to you that we do not provide to traditional accounts in our regular course of business (e.g. telephone assisted trading and handling direct service and account support requests, etc.). The maximum Administration Custodial Fee is specified on the TradePMR – Maximum Commission and Fee Schedule & Pricing Guide and is subject to change. TPMR charges this fee monthly until the Account is closed or you appoint an eligible Advisor. The fee is not refundable and is not prorated for partial periods. When an Administration Custodial Fee is assessed, TPMR does not charge separate fees for Execution Services or Asset-Based Pricing. However, TPMR will continue to receive 12b-1 fees and Shareholder Service Fees, and assess Annual Fees and Service Charges in addition to the Administration Custodial Fee. TPMR assesses the Administration Custodial Fee 90 days after an Account is identified as Customer Directed Account.

## Account Disclosures

**General statement regarding disclosures –** Disclosures in this document are provided for informational purposes only. The disclosures provided to you in the account agreement you received from First Clearing supersede the disclosures in this document, should they differ.

**1. CLEARING ARRANGMENTS:** TPMR has entered into an agreement with Wells Fargo Clearing Services, LLC, operating under the trade name First Clearing ("Clearing Firm") to execute and clear securities transactions for all accounts. Clearing Firm will carry and maintain these accounts (as defined by SEC Securities Investors Protection Act) under the terms of the fully disclosed clearing agreement, except as may otherwise be provided in the included this Agreement.

Operating under the exception of SEC Rule 15c3-3(k) (2) (ii), TPMR does not hold or take possession of customer funds or securities. To comply with this provision, funding of all accounts and payment of transactions must be made payable to Clearing Firm and mailed to PO BOX 358230, GAINESVILLE, FL 32635. Upon receipt, TPMR will promptly transmit such payment to the Clearing Firm in accordance with SEA Rule 15c3-3 and related SEC No-action Letters. Payment received to fund new accounts may be held in safe keeping by TPMR until the designated Principal of TPMR has accepted the account. No payment will be held for longer than seven business days.

**2. BEST EXECUTION:** TPMR clears all of its business with Clearing Firm. All orders are routed through them, and all best execution data can be found on their website at <https://www.wellsfargoclearingservicesllc.com/>, including the current quarter's data in the Order Routing Information link.

**3. AUTOMATED DEPOSITS, PAYMENTS, AND TRANSFERS:** You may arrange for direct deposits to be made to, automated payments to be made from, and funds to be transferred between, your Accounts with us. We use the terms "automated credits" or "direct deposits" to indicate deposits made directly to your Account by electronic means; the terms "automated debits" or "automated payments" to indicate payments authorized in writing to be made from your Account by electronic means; and the term "telephone transfer" to indicate movement of funds between your authorized Accounts by use of a touch-tone telephone and personalized access codes. Your acceptance of direct deposits, authorization of automated payments, or telephone transfer to or from your Account, is your agreement to the terms and conditions of this Agreement. Any electronic fund transfer ("Transfer") that you make in connection with your Account, including, but without limitation, automatic deposits and payments, but excluding transactions with a bank card, will be governed by the following terms and conditions. These terms and conditions also serve as the disclosure required by the Electronic Fund Transfer Act and Regulation E in connection with Transfers.

**a. Your Liability for Unauthorized Transfers:** You could lose the entire value, including your available margin, of your Account through any unauthorized Transfer. Therefore, you should notify us or Clearing Firm at once if you believe a Transfer has occurred in your Account without your permission. Notifying us or Clearing Firm as soon as possible by telephone could minimize your possible losses. If you notify us or Clearing Firm within two (2) business days after you learn of the unauthorized Transfer, you can lose no more than \$50.00. If you do not notify us or Clearing Firm within two (2) business days after you learn of the unauthorized Transfer, and we can prove that you could have stopped someone from making the unauthorized Transfer if you had notified us or Clearing Firm, then you can lose as much as \$500.00. Should your Account

Statement show any Transfer that you did not authorize, please notify us or Clearing Firm at once. If you do not notify us or Clearing Firm within sixty (60) days after the Account Statement was mailed, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped the unauthorized Transfer if you had notified us or Clearing Firm in time. If a good reason (such as a long trip or hospital stay) keeps you from notifying us or Clearing Firm, the time periods above may be extended. If your Account is an institutional (Corporation, Non-Profit Organization, Non-Corporate Organizations, Partnerships, Estates, Pension and Profit Sharing Plans (not including IRAs and Employee Stock Ownership Plans) and other Trusts) account, you are liable for all unauthorized Transfers up to the time at which you notify us or Clearing Firm.

**b. Telephone Number and Address for Notification in the Event of Unauthorized Transfers:** If you believe that an unauthorized Transfer has occurred in your Account, call TPMR immediately at 1-888-723-3767.

**c. Business Days:** Our business days are Monday through Friday, except holidays observed by the New York Stock Exchange.

**d. Types of Electronic Funds Transfers Available:** You may arrange with another party, such as your employer or a government agency, to electronically transfer deposits directly to your authorized Account on a regular basis. You may authorize another party, such as an insurance company or mortgage company, to have payments transferred from your Account and sent directly to them on a regular basis. You may also direct funds be transferred from one of your authorized accounts to another by use of a touch-tone telephone and personalized access codes (where available). In addition to the types of transfers listed above, Clearing Firm periodically introduces new methods by which you may make funds transfers, such as by personal computer and or wireless devices. If the combined value of your Account is adequate, you may make any number and amount of transfers. At present, there is no minimum amount required for automatic debits. The availability of automatic debits to your Account will be limited to free credit and money market balances less funds needed to pay for any open orders and any uncleared deposits. Any loan value available to you on marginable securities, if your Account is a margin account, will not be available for the purpose of making automated transfers.

**e. Fees:** There are currently no fees charged for Automated Clearinghouse ("ACH") transfers.

**f. Right to Receive Documentation of Transfers:** If you arrange to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call your Advisor to verify such deposits. In addition, you will receive a periodic account statement that will show all activity in your Account, including any Transfer.

**g. Stop Payment Procedures and Liability:** If you have instructed us or Clearing Firm to make regular payments out of your Account, you can stop such payments by writing or calling us or Clearing Firm at (888) 723-3767, PO BOX 358230, GAINESVILLE, FL 32635 in time for us or Clearing Firm to receive your request three (3) business days or more before the payment is scheduled to be made. If a regular payment will vary in amount, the payee needs to tell you how much the payment will be at least ten (10) days prior to when it is due. If you instruct us or Clearing Firm to stop one of these payments three (3) business days or more before the Transfer is scheduled, and we or Clearing Firm do not do so, we or Clearing Firm will be liable for your losses or damages. These stop payment procedures apply to institutional accounts (as defined in Section 1(a) above) as well. However, in no event will we or Clearing Firm guarantee the

effectuation of, or be liable for, any stop payment request from an institutional account. You agree (if an institution) to hold us and Clearing Firm harmless for the amount(s) of any stop payment order(s) entered by you or on your behalf, and for all costs and expenses (including attorney fees) incurred by reason of the refusal to honor said payments), and you further agree that if, contrary to such stop payment order(s), payment is nevertheless inadvertently made through accident or oversight, we and Clearing Firm shall not be liable. This provision shall survive the termination of your Account. Please note that stop payment orders will not appear on your periodic account statement.

**h. Error Resolution Procedures:** In case of errors or questions about your transfers, please telephone or write to us or Clearing Firm at (888) 723-3767, PO BOX 358230, GAINESVILLE, FL 32635 as soon as you can if you think your Account statement is wrong, or if you need more information about a Transfer listed on the Account statement. We or Clearing Firm must hear from you no later than sixty (60) days after we send you the first statement on which the problem or error appears is sent. When you call, please: (1) state your name and account number; (2) describe the suspected error or Transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information; and (3) state the dollar amount of the suspected error. We or Clearing Firm will tell you the results of our investigation within twenty (20) business days after we or Clearing Firm hears from you and correct any error(s) promptly. It may take up to ninety (90) days to investigate your question. In the event of such an extension, your Account will provisionally credited within twenty (20) business days for the amount you think is in error so that you will have the use of the money during the time it takes to complete the investigation. If we or Clearing Firm asks you to put your question in writing and it is not received within twenty (20) business days, your Account may not be provisionally credited. If no error is found, a written explanation will be sent to you within three (3) business days after completion of the investigation. You may ask for copies of the documents that were used in the investigation. For any Transfer occurring outside the United States, within ten (10) business days after we or Clearing Firm receive notice of an alleged error the claim will either be resolved or your Account will be provisionally credited while the claim is being investigated. It may take up to ninety (90) days to investigate the matter.

#### 4. WIRE AND AUTOMATED CLEARING HOUSE TRANSFERS

**a. Governing Rules:** From time to time, you may be a party to an ACH entry of a wire transfer that may be credited or debited against your Account. You agree that all wire transfers you initiate will be subject to the terms and conditions of the wire transfer agreement then in effect with respect to the type of transfer initiated. With respect to ACH transactions which you have authorized, you agree to be bound by the National Automated Clearing House Association ("NACHA") operating rules and any local ACH operating rules then in effect. With respect to other electronic funds transfers, you agree to be bound by any rules then in effect governing the use of any system through which the funds may be transmitted including, but not limited to, Federal Reserve Board Regulation J with regard to Fed wire and the Clearing House Interbank Payments System ("CHIPS") operating rules with regard to CHIPS.

**b. Notice:** You will be notified of the receipt of any ACH entry or wire transfer in your periodic Account statement, but next-day or other notice will not be provided. If you believe a Transfer has not been properly credited to you, you agree to promptly notify your Advisor immediately.

**c. Final Payment:** Any credit resulting from an ACH credit or other wire transfer is provisional until final payment is received by Clearing Firm. We and Clearing Firm reserve the right to delay or prevent withdrawal of said funds pending verification of final payment. If final payment is not received, or if your Account was credited by mistake, you agree that the credit to your Account maybe reversed or that you will otherwise reimburse us or Clearing Firm if funds in your Account are not sufficient. In the event that the payment does not become final, the originator will not be deemed to have paid you the amount of the credit.

**d. Compensation:** If you are entitled to compensation for any delay or improper completion of an ACH wire transfer as a result of an error by us or Clearing Firm, our or its liability will be limited to the payment of interest for a period not exceeding the lesser of sixty (60) days or the period between the date of the error and the date of the correction. Any such compensation will be paid at our or Clearing Firm's discretion by either (1) adjusting your Account balance to reflect the average balances you would have had but for the error, or (2) direct payment of cash in an amount equal to interest at the average applicable federal funds rate for that period.

**e. Account Numbers:** You agree that payment for ACH or wire credit transfers may be made solely by reference to the account number of the recipient. Clearing Firm is not obligated to determine whether a discrepancy exists between the name and the account number shown on the transfer information.

**5. ORDER FLOW:** TPMR has entered into marketing arrangements with broker-dealers that provide execution services specialized in fixed income securities. TPMR does not recommend, promote or solicit business for these broker-dealers. These broker-dealers are made available to the Advisors on TPMR's platform, at the Advisor's discretion, to allow the Advisors options for their clients, in their effort to achieve best execution. TPMR does receive revenue sharing when trades are placed with these broker-dealers, as provided for in the marketing arrangements.

TPMR believes that providing such broker-dealer alternatives to customers and their Advisors allows for significant benefits to customers with regard to trade execution. Availing customers and their Advisors access to specialized fixed income broker-dealers is designed to enhance quality and to provide opportunities for price improvement.

You acknowledge that you understand that the securities which are traded in your Account may be traded in more than one marketplace. Consistent with the overriding principle of best execution and subject to applicable regulatory requirements, you agree that your Advisor may use discretion in selecting the market in which to enter your orders.

##### First Clearing – Payment for Order Flow:

We route customer orders for over-the-counter and listed equity securities to our Clearing Firm, who may route your order to selected market makers or other venues for execution. At

all times, Clearing Firm's foremost concern is to obtain the best execution for customers, regardless of any compensation factor.

Securities which are traded in your account may be executed in more than one marketplace including on or through any exchange, market, platform, broker-dealer or venue our Clearing Firm selects. Consistent with the principles of best execution and applicable regulatory requirements, you agree that our Clearing Firm may use discretion in selecting the routing destination. Our Clearing Firm receives payment for order flow from some market centers where your orders may be routed.

Our Clearing Firm routes customer orders for over-the-counter and listed equity securities to selected market makers, broker-dealers, alternative trading systems, and/or exchanges for execution. Our Clearing Firm considers a number of factors when determining where to send customer orders including execution speed, price improvement opportunities, the availability of efficient and reliable order handling systems, the level of service provided, and the cost of executing orders. TPMR and its Clearing Firm regularly review transactions for quality of execution, generally by measuring execution prices versus the relevant national best bid and offer.

Our Clearing Firm does not receive payment for order flow for routing market and marketable limit orders. Our Clearing Firm does receive payment for order flow in the form of rebate payments up to \$0.0035 per share for routing non-marketable limit orders that are subsequently executed (orders that "make" liquidity). Typically, orders that our Clearing Firm receives from customers are either market orders or limit orders. A market order specifies no particular price and instructs our Clearing Firm to execute the order immediately, at the best available price. A limit order is an order to buy or sell at a specific price, or better. A limit order that is immediately executable (i.e., in-line with the current market price) is handled as a marketable limit order. Our Clearing Firm routes most market and marketable limit orders in over-the-counter and listed equity securities to selected broker-dealers that act as market maker to execute orders, and our Clearing Firm attempts to systematically route a greater number of these orders to market centers that consistently execute orders at prices superior to the national best bid or offer, with improvement amount greater than that available at competing venues. Non-marketable limit orders are generally not eligible for price improvement opportunities, and our Clearing Firm therefore attempts to systematically route these orders to exchanges and broker-dealers based on the likelihood of these orders being executed. Our Clearing Firm may receive payment from a market center for routing non-marketable limit orders, but these payments are only a factor when all other best execution factors are comparable.

Our Clearing Firm routes customer option orders to selected broker-dealers' smart routers and option exchanges for execution. In the event our Clearing Firm receives compensation for directing option orders to specific market centers for execution, such compensation may include cash payments as well as noncash items, such as discounts, rebates, reductions, or credits against fees that would otherwise be payable in full. Our Clearing Firm considers a number of factors when determining where to send customer option orders, including, but not limited to, price improvement opportunities, the availability of efficient and reliable order handling systems, the level of service provided and the cost of executing options orders. We regularly review transactions for quality and execution. The source and amount of any compensation received in connection with your transactions will be disclosed upon written request. Please contact your financial advisor for further information.

#### 6. BUSINESS CONTINUITY:

TPMR has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan. Not all elements of the plan are displayed for privacy and other security considerations.

**Contacting Us** – If, after a significant business disruption, you cannot contact us as you usually do at 888-723-3767, you should call our alternative number 352-332-8723 or go to our web site at <https://www.tradepmr.com/>. If you cannot access us through either of those means, you should contact our clearing firm, Wells Fargo Clearing Services, LLC., at 877-496-3223 or <https://www.wellsfargoclearingservicesllc.com/> for instructions on how they may provide access to funds and securities, or enter orders on your behalf.

**Our Business Continuity Plan** – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data back-up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank, and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

We back up our important records in a geographically separate area. We have been advised by our clearing firm that it also has systems and procedures in place to restore its own operations and be able to complete existing transactions and accept new transactions and payments within a timely manner. A copy of Wells Fargo Clearing Services' BCP policy is available on their web site, <https://www.wellsfargoclearingservicesllc.com/>. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, the objective is to restore our operations and be able to complete existing transactions and accept new transactions as soon as possible.

**Varying Disruptions** – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building

housing our firm, we will transfer our operations to a local site, or to our clearing firm if necessary, to recover and resume business. In a disruption affecting our business district, city, or region, we will transfer our operations to our clearing firm until we can recover and resume business. We will promptly notify you of any business disruptions through our web site <https://www.tradepmr.com/> or provide you a customer emergency number explaining how you can contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities.

**For more information** – If you have questions about our business continuity planning, you can contact us at 888-723-3767 or [compliance@tradepmr.com](mailto:compliance@tradepmr.com).

## 7. PRIVACY POLICY:

This policy was last modified and is in effect as of October 1, 2022. This Privacy Policy is in effect for Trade-PMR, Inc. and its affiliates, including Portfolio Management and Research (collectively TradePMR). For questions or to request a copy of this privacy policy, please contact us at (352) 332-8723 or [compliance@tradepmr.com](mailto:compliance@tradepmr.com).

**Introduction** – TradePMR respects your privacy, and we are committed to protecting the privacy and confidentiality of your Personal Data. By using or accessing our Services, you accept the practices and policies outlined below, and you consent that we will collect, use, and share your information as described in this Privacy Policy.

This Privacy Policy governs the manner in which TradePMR collects, uses, maintains and discloses Personal Data collected when you access or use our Services. "Personal Data" means any information relating to an identified or identifiable natural person allowing for direct or indirect identification of that person's identity and includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules, or regulations. This Privacy Policy does not cover the practices of companies we don't own or control or people we don't manage.

In this policy, the word "customer" is used to mean any individual who obtains or has obtained a financial product or service from TradePMR as a provider of Services that involve compiling personal and sometimes sensitive information.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using our Services, you agree to this privacy policy. This policy may change from time to time (see *Changes to Our Privacy Policy*). Your continued use of our Services is deemed to be acceptance of those changes.

### Personal Data – Categories of Personal Data We Collect

We collect and have collected over the past 12 months the following categories of Personal Data about you:

- Identifiers (e.g., name, mailing address, email address, phone number)
- Characteristics of protected classifications (e.g., gender, age)
- Commercial information (e.g., purchases, marketing collateral requested, webinar registrations)
- Professional or employment-related information (e.g., employment status, employer)
- Internet or other electronic network activity (e.g., browse or search history, interaction with a website, application, or advertisement)
- Geolocation data (e.g., latitude or longitude)

Inferences drawn from other data collected or from the above (e.g., preferences or characteristics)

### Categories of Sources of Personal Data

We collect personal information about you from the following categories of sources:

#### You

##### **When You Provide Such Information Directly to Us**

When you provide information in applications and related forms to obtain a financial product or service. When you provide information in free-form text boxes or respond to surveys. When you contact us.

##### **When You Use our Services and Such Information Is Collected Automatically**

Through Cookies (see "[Tracking Tools](#)" below). If you use a location-enabled browser, we may receive information about your location and device. If you access certain applications and software we make available, we may receive and collect information transmitted from your device for the purpose of providing you the relevant Services, such as information regarding when you are logged on and available to receive updates or alert notices.

#### Public Records or Sources

Information from the media, and other records and information that are made available by federal, state, or local government entities

#### Third Parties

Information obtained from other associations regarding any Service we may provide to you. Third-party reports, such as demographic and/or other information, if relevant to your Service. Information about your relationship with us, such as Services purchased, and/or account numbers, transaction information and balances. Analytics providers to analyze how you engage with the Services. Information to generate leads and create user profiles. Information to assist us with marketing or promotional services including how you interact with our websites, applications, products, Services, advertisements, or communications.

### Our Commercial or Business Purposes for Collecting Personal Data

#### Providing, Customizing and Improving our Services

Creating and managing your account or other user profiles. Processing orders or other transactions. Providing you with the products, services, or information you request, including support and assistance for the Services. Improving the Services, including testing, research, internal analytics, and product development. Personalizing the Services, website, and communications based on your preferences. Performing fraud protection, security and

debugging. Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act (the "CCPA").

#### Marketing our Services

Marketing and selling the Services. Showing you advertisements, including interest-based or online behavioral advertising.

#### Corresponding with You

Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about TradePMR or our Services. Sending emails and other communications according to your preferences or that display content that we think will interest you.

#### Meeting Legal Requirements and Enforcing Legal Terms

Fulfilling our legal obligations, such as preventing, detecting, and investigating security incidents and potentially illegal or prohibited activities. Protecting the rights, property, or safety of you, TradePMR or another party. Enforcing agreements with you and resolving disputes. Responding to claims that any posting or other content violates third-party rights.

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### How We Share Your Personal Data

We disclose your Personal Data to the categories of service providers listed in this section.

Service Providers who help us provide the Services or perform business functions:

Companies engaged to work with us, such as our clearing firm, third-party administrators and vendors hired to effect, administer, or enforce a transaction or service that you request or authorize; to facilitate enhanced customer service; to develop or maintain software; to perform marketing research; or to provide us with demographic information to develop marketing plans. Consumer reporting agencies in connection with your application or renewal of any Services subscribed or purchased. Analytics providers. Payment processors. We require these companies to maintain the confidentiality of your information and use it only for the purpose for which it was provided.

Your Advisor with whom you work with to obtain Services.

Your Advisor's successors and assigns for business and regulatory purposes after the termination of your customer relationship.

Business Partners with which we share common ownership or who partner with us in offering various services, joint promotional offers, or opportunities.

Advertising Partners who help us market our services:

Marketing providers. Ad networks.

Law enforcement and regulatory authorities to comply with federal or state law, statute, or regulation (i.e., in response to a subpoena, to prevent fraud, and to comply with rules of, or inquiries from industry regulators or law enforcement).

As a provider of a wide variety of Services, we may identify opportunities to enhance customer service or to offer our customers additional Services offered by TradePMR. However, we will not share information about our customers with others that could be used to make insurance underwriting or lending decisions about the customer, unless the customer directs us to or unless we notify the customer first and give the customer a chance to opt-out. In addition, we will not use certain Non-public Personal Data (such as income or account history) received from any affiliate to market its products or services to our customers unless directed to by the customer, or unless we notify the customer first and give the customer a chance to opt-out. Similarly, we will not share Non-public Personal Data with third-party financial services entities, such as banks, credit unions, credit union service corporations, insurance companies, or securities broker/ dealers, for purposes of joint marketing unless the customer direct us to, or unless we notify the customer first and give the customer a chance to opt-out.

We recognize that our customers' relationship with their Advisor is important. If the customer is a participant of an employer sponsored plan, the customer's Advisor may be under an agreement that restricts the transfer of the customer's Personal Data and/or the customer's employer sponsored plan account to any new firm.

**Data Security** – We use reasonable physical, technical, and organizational means to help safeguard Personal Data under our control. A user id and a password are needed to access certain Services. It is your responsibility to protect your username and password.

We limit access to customer information to employees and your Advisor or agent, and their successors and assigns, who may need it to fulfill their obligation to you for the Services for which you have subscribed or purchased, or to comply with federal or state laws, statutes, or regulations.

Employees of TradePMR are trained to respect the confidentiality of your Personal Data and are required to keep such information confidential and secure.

**Tracking Tools** – Our Services use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, "Cookies") to enable our servers to recognize your web browser or client, tell us how and when you access use our Services, analyze trends, learn about our user base and operate and improve our Services.

Please note that because of our use of Cookies, our Services do not support "Do Not Track" requests sent from a browser at this time. To find out more about "Do Not Track," you can visit [www.allaboutdnt.com](http://www.allaboutdnt.com).

Unless a user has not otherwise consented to our use of cookies, we insert cookies in some of our correspondence with users. We use these to collect information about you and your visit like date and time visited, length of time on site(s), pages visited, and general information about the device.



We may use third parties to target relevant advertising on other sites based on your online activity and interests. For more information about interest-based advertising, please visit [Digital Advertising Alliance](#) or the [Network Advertising Initiative](#).

You can opt-out of seeing personalized ads by using the [DAA opt-out tool](#) or the [NAI opt-out tool](#). Please note you will still see ads even if you opt-out, but they will not be personalized.

**Google Analytics** - We use a tool called "Google Analytics" to collect information about use of our website and our products. We use the information we get from Google Analytics only to improve our site and our products. We do not combine the information collected using Google Analytics with personally identifiable information. For more information on how Google uses data when we use their partners' websites or apps, visit <https://policies.google.com/technologies/partner-sites>.

**Your California Privacy Rights** - If you are a California resident, California law may provide you with additional rights regarding our use of your Personal Data. To learn more about your California privacy rights, visit <https://oag.ca.gov/privacy/privacy-laws> and see the [Privacy Notice for California Residents](#) section of this Policy.

**Notice to European Users** - Our Services are targeted for users in the United States of America and Canada. Any information you enter regarding our Services may be transferred outside of the European Union to the United States of America which does not offer an equivalent level of protection to that required in the European Union. You are advised that the United States of America uses a sectoral model of privacy protection that relies on a mix of legislation, governmental regulation, and self-regulation. Article 26 of the European Union's Data Protection Directive (Directive 95/46/EC, 1995 O.J. (L 281) 31) allows for transfer of Personal Data from the European Union to a third country if the individual has unambiguously given his consent to the transfer of Personal Data, regardless of the third country's level of protection. By using our Services, you consent to the transfer of all such information to the United States of America which may not offer an equivalent level of protection to that required in the European Union and to the processing of that information by the Company on its servers located in the United States of America as described in this Privacy Policy.

**Changes to Our Privacy Policy** - We reserve the right to make corrections or updates to this Privacy Notice at our discretion from time to time. When we do so, we will post the updated Privacy Notice on our website and update the Privacy Notice's Effective Date. We will notify you of material changes to this Privacy Notice by placing a prominent notice at the top of the Privacy Notice for thirty (30) days. The date the privacy policy was last revised is identified at the top of the page. Your use of our Services after any changes to the Privacy Policy have been posted is your consent and agreement to all of the changes. We encourage you to periodically review this Privacy Notice.

#### Privacy Notice for California Residents

This [Privacy Notice for California Residents](#) supplements the information contained in our Privacy Policy and applies solely to all visitors, users, and others who reside in the State of California. We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA). This notice does not apply to employment-related personal information collected from California-based employees, job applicants, contractors, or similar individuals.

#### Your Rights and Choices:

##### Access

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you (to the extent required by law):

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).

##### Deletion

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete your personal information from our records, unless an exception applies.

#### Personal Data Sales Opt-Out and Opt-In

The CCPA defines a "sale" as the disclosure of Personal Data for monetary or other valuable consideration. TradePMR does not offer an opt out from the sale of Personal Data because we do not and have not within at least the last 12 months sold Personal Data that is subject to the CCPA's sale limitation.

TradePMR does not offer an opt out from the sale of Personal Data because we do not and have not within at least the last 12 months sold Personal Data that is subject to the CCPA's sale limitation.

#### Exercising Access and Deletion Rights

To exercise the rights described above, you or your Authorized Agent (defined below) must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Data, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a "Valid Request." We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify your identity and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive, or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request. You may submit a Valid Request via email to our Compliance Department at [compliance@tradepmr.com](mailto:compliance@tradepmr.com).

You may also authorize an agent (an "Authorized Agent") to exercise your rights on your behalf. To do this, you must provide your Authorized Agent with written permission to exercise your rights on your behalf, and we may request a copy of this written permission from your Authorized Agent when they make a request on your behalf.

#### Responding to Requests

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Privacy and data protection laws, other than the CCPA, apply to much of the Personal Data that we collect, use, and disclose. When these laws apply, Personal Data may be exempt from, or outside the scope of, Access Requests and Deletion Requests. For example, information subject to certain federal privacy laws, such as the Gramm-Leach-Bliley Act or the Health Insurance Portability and Accountability, is exempt from CCPA Requests. As a result, in some instances, we may decline all or part of an Access Request or Deletion Request related to Personal Data exempt from CCPA Requests. This means that we may not provide some or all of this Personal Data when you make an Access Request. Also, we may not delete some or all of this Personal Data when you make a Deletion Request.

#### Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. We will not:

- Deny you goods or services.
- Charge you different prices or rates for our Services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of service.
- Suggest that you may receive a different price or rate for our Services or a different level or quality.

TradePMR does not sell your personal information; therefore, CCPA-permitted financial incentives are not applicable.

#### Changes to Our Privacy Notice for California Residents

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on the Website and update the notice's effective date. Your continued use of our Services following the posting of changes constitutes your acceptance of such changes.

#### Contact Information

If you have any questions or comments about this notice, the ways in which we collect and uses your information described below [and in the Privacy Policy], your choices and rights regarding such use, or wish to exercise your rights under California law, please feel free to contact our Compliance Department at [compliance@tradepmr.com](mailto:compliance@tradepmr.com).

## Additional Important Disclosures

**Consent to Verification and Credit Information:** In accordance with federal law, TPMR must make a reasonable determination and verification of customer's profile information. Until verification is complete, TPMR and/or Clearing Firm may not be able to service and maintain your Account. By using the New Account Application, you consent to TPMR and Clearing Firm obtaining background and/or credit reports necessary to comply with any federal or state statutes or industry regulation.

#### Cash Sweep Program Disclosure Statement - Summary

**Please consult the full text of the disclosure statement below for further information of the following:**

**Available Sweep Options:** The available sweep options currently consist of 1) interest-bearing deposit accounts at banks (the "Program Banks") including banks affiliated with our Clearing Firm, Wells Fargo Clearing Services dba First Clearing<sup>^</sup> ("Clearing Firm") in our Expanded Bank Deposit Sweep program, 2) interest-bearing deposit accounts at two banks affiliated with our Clearing Firm in our Standard Bank Deposit Sweep program, and 3) one or more affiliated and

non-affiliated Money Market Mutual Funds. Eligibility for each available sweep vehicle is determined by account type.

**How the Cash Sweep Program Works:** The Cash Sweep Program allows you to earn a return on the un-invested cash balances in your Account by automatically placing ("sweeping") cash balances into a sweep vehicle until such balances are invested by you or otherwise needed to satisfy obligations arising in connection with your Account.

**Rate of Return:** The rates of return for the sweep options vary over time. Current rates can be obtained by calling the general inquiries phone number listed on your Account statement.

- The rate of return on the Standard Bank Deposit Sweep and Expanded Bank Deposit Sweep is set by our Clearing Firm, working with the Program Banks. The Clearing Firm and the Program Banks may seek to pay as low a rate as possible consistent with their views of competitive necessities. Our Clearing Firm and the Program Banks can, at their sole discretion, change the rate at any time. With certain

exceptions, the rate will be tiered based upon account type and the overall household value of your Account(s) with us.

- Money Market Mutual Funds seek to achieve the highest rate of return (less fees and expenses) consistent with prudence and their investment objectives.
- There is no guarantee that the yield on any particular cash sweep will remain higher than others over any given period. The rate of return on any of our sweep vehicles may be lower than that of similar investments offered outside of the Cash Sweep Program.

The Cash Sweep should not be viewed as a long-term investment option. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Advisor to discuss investment options that may be available outside of the Cash Sweep Program to help maximize your return potential consistent with your investment objectives and risk tolerance.

**Duty to Monitor:** You must monitor and determine the best cash sweep for you under this program. You may also elect not to participate in the Cash Sweep Program and instead periodically invest cash balances directly. By signing the New Account Application, you authorize us to accept instructions from your Advisor to make changes to your sweep election.

**Changes to the Sweep Program:** You will be notified if we modify the Cash Sweep Program including modifications that result in changing the sweep vehicle for your Account. Unless you tell us otherwise within the time period specified in the notice, your cash balances will be moved to the new sweep vehicle that we designate under the program.

**Benefits to Us:** Fees are charged and certain benefits may be received by us, the Clearing Firm, Program Banks, and their affiliates under the different sweep vehicles. Because of these fees and benefits, we and the Clearing Firm have a financial incentive to select the particular sweep vehicles included in our program and recommend that you hold assets in the Cash Sweep Program.

**Differing Risk and Account Protection:** Money Market Mutual Funds in the Cash Sweep Program and the Expanded Bank Deposit Sweep (and Standard Bank Deposit Sweep) are subject to different risks and account protection:

- Money Market Mutual Funds in the Cash Sweep Program invest in high quality, short-term securities and seek to maintain a stable value but are subject to market risks and potential value loss. They are not bank accounts and not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash.
- The Standard Bank Deposit Sweep and Expanded Bank Deposit Sweep are not subject to market risk and value loss but are subject to the risk of a bank's failure. In the unlikely event a bank fails, deposits at each Program Bank are eligible for FDIC insurance protection up to a limit of \$250,000 (including principal and interest) per depositor in each insurable capacity (e.g., individual or joint). This limit includes any other deposits you may have at each bank outside of these programs. **You are responsible for monitoring your bank balances in these programs and the balances in any of your other bank accounts at the same bank to determine if these, in total, exceed FDIC insurance limits. Monies held in the Standard Bank Deposit Sweep and Expanded Bank Deposit Sweep are not covered by SIPC.** If you do not select a Cash Sweep Vehicle, un-invested cash balances will be placed in the FDIC-Insured Bank Deposit Sweep.

#### Cash Sweep Program Disclosure Statement

##### Introduction.

Under the Cash Sweep Program (the "Cash Sweep Program"), un-invested cash balances for which no interest is otherwise earned or paid in your Account are automatically swept into interest-bearing deposit accounts ("Standard Bank Deposit Sweep" and "Expanded Bank Deposit Sweep", together the "Bank Deposit Sweep Programs") or, if available, stable-value money market mutual funds ("Money Market Funds") or such other sweep arrangements made available to you (collectively "Cash Sweep Vehicles"), until these balances are invested by you or otherwise needed to satisfy obligations arising in connection with your account.

##### Available Cash Sweep Vehicles:

The Cash Sweep Vehicle is determined by account type. You authorize your Advisor to notify us of the Cash Sweep Vehicle you wish to choose for your Account. Each eligible Money Market Fund offered as a Sweep Vehicle is described in a prospectus, which should be read carefully, and may include one or more Money Market Funds that an affiliate of our Clearing Firm, provides investment management or other services.

##### Expanded Bank Deposit Sweep

The Expanded Bank Deposit Sweep is the primary Cash Sweep Vehicle for eligible customers. The Expanded Bank Deposit Sweep consists of interest bearing deposit accounts at affiliated and unaffiliated Program Banks. The Expanded Bank Deposit Sweep will provide up to \$1.25 million in FDIC insurance (\$2.5 million for joint accounts with two or more owners). You may, at any time, elect to exclude the unaffiliated Program Banks from the Expanded Bank Deposit Sweep. If you make this election, you will be in the Standard Bank Deposit Sweep and only two Affiliated Banks will receive your un-invested cash. You may not designate that Affiliated Banks be excluded from the Expanded Bank Deposit Sweep or exclude less than all of the unaffiliated Program Banks. Electing to exclude the unaffiliated Program Banks will result in your un-invested cash not being deposited into those banks or, if already deposited to those banks, we will withdraw your funds from those banks and deposit the funds with the Affiliated Banks in the Standard Bank Deposit Sweep. You will have less FDIC insurance coverage available if you choose to exclude the unaffiliated Program Banks and, if you have sweep deposits in excess of \$500,000 (\$1 million for joint accounts) you may have uninsured deposits at the Affiliated

Banks through the Standard Bank Deposit Sweep. You need to contact us if you wish to change to the Standard Bank Deposit Sweep. Eligible customers may select the Standard Bank Deposit Sweep at account opening or subsequently at any time after the account is opened. Retirement accounts in discretionary advisory programs managed by the Clearing Firm are not eligible for the Expanded Bank Deposit Sweep.

##### Standard Bank Deposit Sweep

The Standard Bank Deposit Sweep is available as an alternative to the Expanded Bank Deposit Sweep. The Standard Bank Deposit Sweep consists of interest-bearing deposit accounts at two Program Banks affiliated with our Clearing Firm ("Affiliated Banks"). The Standard Bank Deposit Sweep will provide up to \$500,000 in FDIC insurance (\$1 million for joint accounts with two or more owners). Retirement accounts in discretionary advisory programs managed by the Clearing Firm are eligible only for the Standard Bank Deposit Sweep, thus for such accounts the primary Cash Sweep Vehicle is the Standard Bank Deposit Sweep. If you do not select a Cash Sweep Vehicle, un-invested cash balances will be placed in the FDIC-Insured Bank Deposit Sweep.

##### Money Market Fund

The Cash Sweep Vehicle for ineligible accounts will be a taxable Money Market Fund. The Money Market Funds offered in the Cash Sweep Program may include those for which an affiliate of our Clearing Firm provides investment management and other services, including the Wells Fargo Money Market Funds. Prior to, or at the same time your available funds are first swept into an available Money Market Fund, you will be furnished with the appropriate prospectus, which should be read carefully. Mutual fund companies typically offer multiple share classes with different levels of fees and expenses. When selecting the share class for the Money Market Fund used as a Cash Sweep Vehicle, we do not, in all instances, select the share class with the lowest fees that is available from the fund company and these decisions are influenced by the additional compensation we receive. The selection of a more expensive share class of a Money Market Fund used as a Cash Sweep Vehicle will negatively impact your overall investment returns.

Prior to the receipt of your signed account documents, cash deposited into your Account and not otherwise invested will be held as a free credit balance and not placed in the Cash Sweep Program until written consent is provided to participate in the Cash Sweep Program. Except for retirement accounts, while any cash remains in free credit balance, you will not earn any interest on such balance. When you open your Account, or you select an ineligible Cash Sweep Vehicle, your Cash Sweep Vehicle will be, and any cash balances transferred to, the Expanded Bank Deposit Sweep if you are eligible (if not, your Cash Sweep Vehicle will be (and any cash balances transferred to) the Standard Bank Deposit Sweep, or an available Money Market Fund selected by us). If you wish to specify a different Cash Sweep Vehicle, if available for your Account type, you may do so at any time by instructing your Advisor to notify us of the Cash Sweep Vehicle you wish to choose for your Account.

Existing balances in your prior Cash Sweep Vehicle will be automatically transferred to the new Cash Sweep Vehicle you select.

**How the Sweep Program Works:** On each business day available cash balances will be automatically swept into the Cash Sweep Vehicle for your account. Shares or cash held in your Cash Sweep Vehicle will be automatically redeemed in order to settle a transaction, serve as collateral for a margin loan or short sale, or satisfy any other obligations.

##### Timing of Credits:

Your Cash Sweep Vehicle will be credited: (i) in the case of available cash balances resulting from the proceeds of securities sales, on the settlement date of the securities sale; and (ii) in the case of available cash balances resulting from non-trade-related credits (i.e., the receipt of dividends, interest payments, or deposits), on the business day after receipt by us of the non-trade-related credit (unless there is a trade-related debit item pending in your account due to settle in one business day, in which case only that amount exceeding the trade-related debit will be credited to your Cash Sweep Vehicle). Available cash balances will not earn a rate of return until swept into your Cash Sweep Vehicle.

**Timing of Debits:** Your Cash Sweep Vehicle is automatically debited to satisfy obligations arising in connection with your Account, including administrative and other fees, and charges in connection with a margin account. Cash Sweep Vehicle balances will also be debited as necessary in connection with certain account activity and services, including securities transactions, preauthorized electronic transfers, automated payments, checks, or debits from using the linked debit cards. Your Account will be scanned automatically for debit items each day. Debit balances will be satisfied automatically from: (i) available cash balances; (ii) funds in any Money Market Fund no longer serving as your Cash Sweep Vehicle; (iii) through the withdrawal of funds from your Cash Sweep Vehicle; and (iv), where applicable, from margin loans.

##### Access to Funds:

You may only access the balances held in your Cash Sweep Vehicle through your Account. As required by federal banking regulations, the Program Banks reserve the right to require seven days prior notice before permitting a transfer out of the Bank Deposit Sweep Programs. The Program Banks have no intention of exercising this right at the present time. Pursuant to SEC rules, Money Market Funds may impose a fee on redemptions (liquidity fee) of up to 2% or a suspension of redemptions (gate) if a fund's weekly liquid assets fall below 30% of its total assets, and if the fund's board considers such actions in the best interest of the fund's shareholders. In addition, the Money Market Funds may reserve the right to require one or more days prior notice before permitting withdrawals. Please refer to the fund's prospectus for further information.

**Statements and Confirmations:** Your Account statement will indicate your balance, detail transactions, and reflect interest or dividends relating to your Cash Sweep Vehicle. These account statements are provided in lieu of separate confirmations of sweep transactions.

**Interest/Dividends Payable:** Interest on cash in the Bank Deposit Sweep Programs is accrued daily, compounded monthly, and credited to your Account on the last business day of each monthly statement period. Dividends on the shares in the Money Market Fund will not be payable in cash but will be reinvested each month in additional shares of the applicable Money Market Fund at the current net asset value. Dividends are not guaranteed and are subject to change or elimination.

**Rate of Return:**

The rate of return for each available Cash Sweep Vehicle can be obtained from your financial professional or by calling the general inquiries phone number listed on your Account statement or found on our Clearing Firm's website at [wellsfargoclearingservicesllc.com](http://wellsfargoclearingservicesllc.com). These rates will vary over time and may be lower than rates available to customers making deposits directly with the Program Banks or at other banks, or available by investing directly in other money market mutual funds not offered through the Cash Sweep Program. You will receive the same interest rate on deposits at the Program Banks in the Bank Deposit Sweep Programs.

The interest rate for the Bank Deposit Sweep Programs is based on prevailing business and economic conditions, and is set by the Clearing Firm, working with the Program Banks. The Clearing Firm and the Program Banks can, at their and the Program Banks' sole discretion, change the rate at any time. The rate will be based upon account type and with certain exceptions the total household value of assets in your Account(s) with us such that customers in higher asset tiers will generally receive higher interest rates. The total household value will include any balances in the Bank Deposit Sweep Programs, as well as all other assets listed in your Account statements. The grouping of accounts into a household can be performed by your Advisor based on account eligibility and family relationships. In general, a household may contain all of your personal accounts as well as the accounts of your spouse or domestic partner, dependents, and wholly-owned businesses. Retirement and (Clearing Firm related) Advisory accounts in the Bank Deposit Sweep Programs may receive a tier rate that is generally higher than that paid to other account types. Tiers and interest rates on different tiers may change from time to time at our Clearing Firm's discretion. Please contact your Advisor to find out more about house holding and to ensure all eligible accounts are grouped in a household.

The Clearing Firm and the Program Banks do not have a duty to provide the highest rates prudently available and may instead seek to pay as low a rate consistent with their views of competitive necessities. In the Standard Bank Deposit Sweep, lower rates may be more financially beneficial to us, the Clearing Firm, as well as Wells Fargo & Company and its affiliates, including the Affiliated Banks and their respective personnel. In the Expanded Bank Deposit Sweep, lower rates may be more financially beneficial to the Clearing Firm, as well as the Program Banks, which include Affiliated Banks. There is no necessary linkage between bank rates of interest and the highest rates available in the market, including any money market mutual fund rates. By comparison, a Money Market Fund generally seeks to achieve the highest rate of return (less fees and expenses) consistent with the fund's investment objective, which can be found in the fund's prospectus.

(Money Market Fund rates may, however, be affected by the fees imposed by the particular class of shares selected by us for the Cash Sweep Program.) As a result, the current rate of return on each Cash Sweep Vehicle will vary over time and there is no guarantee that the return on any particular Cash Sweep Vehicle will remain higher than the others over any given period.

The Cash Sweep Vehicle for your Account should not be viewed as a long-term investment option. If you desire, as part of an investment strategy or otherwise, to maintain a cash position in your Account for other than a short period of time and/or are seeking the highest yields currently available in the market for your cash balances, please contact your Advisor to discuss investment options that may be available outside of the Cash Sweep Program to help maximize your return potential consistent with your investment objectives, liquidity needs, and risk tolerance. Please note, however, that available cash accumulating in your Account will not be automatically swept into any investment you purchase outside of the Cash Sweep Program.

**Your Responsibility to Monitor Your Cash Sweep Vehicle:** As returns on the Cash Sweep Vehicles, your personal financial circumstances, and other factors change, it may be in your financial interest to change your Cash Sweep Vehicle (if another option is available for your Account type) or invest cash balances in products offered outside of the Cash Sweep Program consistent with your investment objectives and risk tolerance. We do not have any duty to monitor the Cash Sweep Vehicle for your Account or make recommendations about, or changes to, the Cash Sweep Program that might be beneficial to you.

**Alternatives to The Sweep Program:**

You may elect not to participate in the Cash Sweep Program and/or periodically invest cash balances directly in available money market mutual funds or other products offered as direct investments outside of the Cash Sweep Program by providing instructions to your financial professional. Please note if you elect not to participate in the Cash Sweep Program, accruing cash balances will not earn a rate of return prior to direct investment. In addition, available cash will not be automatically swept into any money market mutual fund or other investment that you purchase outside of the Cash Sweep Program.

TPMR can provide your Advisor with further details and additional information, including a prospectus, for any of the money market mutual funds available for direct investment outside of the Cash Sweep Program. Please read the prospectus carefully before investing. Investments in money market mutual funds are not guaranteed or insured by the FDIC or any other government agency and are not deposits of a bank or bank affiliate. Although retail and U.S. Government money market mutual funds seek to preserve their net asset value at one dollar per share, it is possible to lose money by investing in money market mutual funds.

**Changes to Cash Sweep Vehicles:** From time to time, the Clearing Firm may modify the Cash Sweep Program, which may result in changing the Cash Sweep Vehicle for your Account. If the Clearing Firm makes any change, there is no guarantee that such change will provide an equal

or greater rate of return to you during any given period, and the rate of return may be lower. You will receive advance notice of any change in the Cash Sweep Program, including changes from one Cash Sweep Vehicle to another. Unless you object within the time period specified, the balances from your prior Cash Sweep Vehicle will be transferred into any new Cash Sweep Vehicle.

If you decide to enroll in a new product or service that doesn't offer your current Cash Sweep Vehicle, your new Cash Sweep Vehicle will become the Expanded Bank Deposit Sweep if you are eligible (if not, your Cash Sweep Vehicle will be an available Money Market Fund selected by us) unless you select a different available Cash Sweep Vehicle.

**Benefits to TPMR and Others:**

We (in this section, the terms "we," "our," and "us" include the Introducing Firm and, in all instances, the Clearing Firm and its affiliates) receive fees and benefits for services provided in connection with the Cash Sweep Program, and we may choose to make available the Cash Sweep Vehicles that are more profitable to us than other money market mutual funds or bank deposit accounts.

**Money Market Funds**

We may receive distribution (Rule 12b-1), investment management, service fees and other compensation as a result of sweeping available cash into the Money Market Funds. These fees, which vary depending on the Money Market Fund (and class thereof) used, are paid directly by the Money Market Funds but ultimately borne by you as a shareholder in the fund. Mutual fund companies typically offer multiple share classes with different levels of fees and expenses. When selecting the share class for the Money Market Fund used as a Cash Sweep Vehicle, we do not, in all instances, select the share class with the lowest fees that is available from the fund company and these decisions are influenced by the additional compensation we receive. The selection of a more expensive share class of a Money Market Fund used as a Cash Sweep Vehicle will negatively impact your overall investment returns.

**Expanded Bank Deposit Sweep**

We and the Program Banks benefit financially from cash balances held in the Expanded Bank Deposit Sweep. For deposits to each Program Bank in the Expanded Bank Deposit Sweep program that is unaffiliated with our Clearing Firm, we will receive compensation in an amount not to exceed a percentage (equivalent to Federal Funds Target, plus 30 basis points (0.30%)) of the average daily total deposit balances at each respective unaffiliated Program Bank. This amount includes our fee and interest payable to participating accounts in the Expanded Bank Deposit Sweep. We will not receive the same amount with respect to each unaffiliated Program Bank, so we have an incentive to make deposits to those unaffiliated Program Banks that pay us more. This compensation is subject to change, and we may waive all or any part of this fee at any time without notice. In addition, we will receive fees and compensation of up to two percent (2%) from the Affiliated Banks and/or their affiliates based on the average monthly deposit balances in the Expanded Bank Deposit Sweep (computed on an annualized basis). This compensation is subject to change, and we may waive all or any part of this fee at any time without notice. In addition, certain of our employees, including financial professionals, may receive incentive compensation based in part on new assets in the Expanded Bank Deposit Sweep or the profitability of the Expanded Bank Deposit Sweep for the Affiliated Banks and their joint parent company, Wells Fargo & Company.

Under the Expanded Bank Deposit Sweep, Clearing Firm pays an unaffiliated third-party administrator a fee for its services. This fee includes an asset-based fee, which will vary based on deposit balances at the unaffiliated Program Banks. The Clearing Firm does not pay the third-party administrator on deposits held in the Affiliated Banks. Thus, the profitability of the Expanded Bank Deposit Sweep is based in part on deposit balances, which may be greater depending on the size of the overall deposit balances in the Expanded Bank Deposit Sweep.

We and the Program Banks may pay rates of interest on the Expanded Bank Deposit Sweep that are lower than prevailing market interest rates. Clearing Firm has a conflict of interest because it influences both what it pays you in interest and what it and its employees receive in compensation on the Expanded Bank Deposit Sweep.

**Standard Bank Deposit Sweep**

We and the Affiliated Banks, benefit financially from cash balances held in the Standard Bank Deposit Sweep. As with other depository institutions, the profitability of the Affiliated Banks is determined in large part by the difference or "spread" between the interest they pay on deposit accounts, such as the Standard Bank Deposit Sweep, and the interest or other income they earn on loans, investments, and other assets. As noted above, the Clearing Firm and the Affiliated Banks may pay rates of interest on the Standard Bank Deposit Sweep that are lower than prevailing market interest rates.

Clearing Firm has a conflict of interest because it influences both what it pays you in interest and what it and its employees receive in compensation on the Standard Bank Deposit Sweep. The participation of the Affiliated Banks in the Standard Bank Deposit Sweep is expected to increase their respective deposits and, accordingly, overall profits.

TPMR and Clearing Firm may receive fees and compensation of up to two percent (2%) from the Affiliated Banks and/or their affiliates based on the average monthly deposit balances in the Standard Bank Deposit Sweep (computed on an annualized basis). This compensation is subject to change, and we may waive all or any part of this fee at any time without notice. In addition, certain of our employees, including financial professionals, may receive incentive compensation based in part on new assets in the Standard Bank Deposit Sweep or the profitability of the Standard Bank Deposit Sweep for the Affiliated Banks and their joint parent company, Wells Fargo & Company.

For all the reasons discussed above, the Standard Bank Deposit Sweep will be more profitable to the Clearing Firm than the Expanded Bank Deposit Sweep, which means the Clearing Firm will receive a greater benefit if you select the Standard Bank Deposit Sweep as your Cash Sweep Vehicle.

#### *Other Benefits to Clearing Firm*

Clearing Firm shall also receive a benefit by retaining any interest earned (generally at the Federal Funds rate) on cash balances awaiting disbursement or prior to such balances being swept into your Cash Sweep Vehicle.

**SIPC Insurance:** TPMR is a member of both the SIPC (The Securities Investor Protection Corporation) and FINRA (Financial Industry Regulatory Authority). Clearing Firm is also a member of SIPC.

The Securities Investor Protection Corporation ("SIPC") protects customers of its members against the custodial risk to customers of securities brokerage firms in the event such firms become insolvent. Unlike FDIC insurance, SIPC does not insure against the failure of a security, the quality of investments, or declines in the value of investments. Coverage for cash and securities in protected customer accounts is provided from two sources. The Securities Investor Protection Corporation ("SIPC") protects up to \$500,000, per customer, including \$250,000 for claims for cash.

Above and beyond SIPC coverage, Clearing Firm maintains a program of additional insurance coverage through London Underwriters (led by Lloyd's of London Syndicates), referred to here as "Lloyd's." For customers who have received the full SIPC payout limit, Clearing Firm's policy with Lloyd's provides additional coverage above the SIPC limits for any missing securities and cash in customer brokerage accounts up to a Clearing Firm aggregate limit of \$1 billion (including up to \$1.9 million for cash per customer). In other words, the aggregate amount of all customer losses covered under this policy are subject to a limit of \$1 billion, with each customer covered up to \$1.9 million for cash.

For more information on SIPC coverage, please see the explanatory brochure at [www.sipc.org](http://www.sipc.org) or call 202-371-8300. For more information about Lloyd's, please visit [www.lloyds.com](http://www.lloyds.com). To receive a brochure on SIPC, please submit a written request to Trade-PMR, Inc., ATTN: Compliance Department, PO Box 358230, Gainesville, FL 32635.

Since monies in the Bank Deposit Sweep Programs are held at banks, they are NOT covered by SIPC or Lloyd's. They are instead covered by FDIC insurance. Please see the section entitled FDIC Insurance Coverage below.

#### **Additional Information Regarding the Bank Deposit Sweep**

##### **Introduction:**

The Standard Bank Deposit Sweep consists of interest-bearing deposit accounts at two Affiliated Banks, each a depository institution regulated by bank regulatory agencies under various federal banking laws and regulations. If you have selected the Standard Bank Deposit Sweep as your Cash Sweep Vehicle, available cash balances in your Account are automatically deposited into the Standard Bank Deposit Sweep.

The Expanded Bank Deposit Sweep consists of interest-bearing deposit accounts at affiliated and unaffiliated Program Banks, each a depository institution regulated by bank regulatory agencies under various federal banking laws and regulations. If you have selected the Expanded Bank Deposit Sweep as your Cash Sweep Vehicle, available cash balances in your Account are automatically deposited into the Expanded Bank Deposit Sweep.

##### **Deposits:**

In the Standard Bank Deposit Sweep, the un-invested cash balances in your Account will be deposited at one or more bank deposit accounts maintained at the Affiliated Banks. In the Expanded Bank Deposit Sweep, the un-invested cash balances in your Account will be deposited at one or more bank deposit accounts maintained at the affiliated and unaffiliated Program Banks, although we will give priority to the Affiliated Banks. In the Bank Deposit Sweep Programs, no evidence of ownership, such as a passbook or certificate, will be issued to you and deposits in the Bank Deposit Sweep Programs may be made in the name of the Clearing Firm (or its agents) for the benefit of our customers. However, your Account statement will reflect all deposits, withdrawals, Program Bank deposit balance(s), and applicable interest rate.

In the Standard Bank Deposit Sweep, deposits from each account will be made initially at Wells Fargo Bank, N.A. up to \$248,000, and then any available cash in excess of \$248,000 will be deposited at one additional Affiliated Bank. In the Standard Bank Deposit Sweep, cash in excess of \$496,000 will be swept to Wells Fargo Bank, N.A. and will be uninsured. In the Expanded Bank Deposit Sweep, deposits from each account will be made initially at Wells Fargo Bank, N.A. up to \$248,000, and then any available cash in excess of \$248,000 will be deposited up to \$248,000 at each other Program Bank. The Clearing Firm will, however, give priority to one additional Affiliated Bank in the Expanded Bank Deposit Sweep. In the Expanded Bank Deposit Sweep, cash in excess of \$1,240,000 will be swept to Wells Fargo Bank, N.A. and will be uninsured. Sweep deposit limits are set below the FDIC insurance limits to allow for accrued interest on the deposit accounts at the Affiliated Banks and unaffiliated banks. Deposits for joint accounts, revocable and irrevocable trust accounts are subject to operational limitations and the amount of FDIC insurance coverage afforded may be less than the FDIC insurance coverage available under FDIC rules.

For single, custodial, and IRA and ESA accounts, any deposits in the Standard Bank Deposit Sweep that exceed \$496,000 will be deposited at Wells Fargo Bank, N.A. and will not be FDIC insured. In the Expanded Bank Deposit Sweep, any deposits that exceed \$1,240,000 will be deposited at Wells Fargo Bank, N.A. and will not be FDIC insured.

For joint accounts, the Bank Deposit Sweep Programs can recognize accounts with only two joint owners. As a result, in the Standard Bank Deposit Sweep, deposits for joint accounts, regardless of the number of joint owners, will be made only up to \$496,000 initially at Wells Fargo Bank, N.A. and then any available cash in excess of \$496,000 will be deposited at one additional Affiliated Bank, up to \$496,000. Cash in excess of \$992,000 will be swept to Wells Fargo Bank, N.A. and may be uninsured. In the Expanded Bank Deposit Sweep, deposits from

joint accounts, regardless of the number of joint owners, will be made only up to \$496,000 initially at Wells Fargo Bank, N.A. and then any available cash in excess of \$496,000 will be deposited up to \$496,000 at each other Program Bank, which may include an Affiliated Bank. The Clearing Firm will, however, give priority to one additional Affiliated Bank in the Expanded Bank Deposit Sweep. Any deposits that exceed \$2,480,000 will be deposited at Wells Fargo Bank, N.A. and may not be FDIC insured.

For revocable and irrevocable trust accounts in the Bank Deposit Sweep Programs, regardless of the number of owners and beneficiaries, deposits are made initially only up to \$248,000 at Wells Fargo Bank, N.A. In the Standard Bank Deposit Sweep, any available cash in excess of \$248,000 will be deposited at one additional Affiliated Bank. Cash in excess of \$496,000 will be swept to Wells Fargo Bank, N.A. and may be uninsured. In the Expanded Bank Deposit Sweep, any available cash in excess of \$248,000 will be deposited up to \$248,000 at each other Program Bank. The Clearing Firm will, however, give priority to one additional Affiliated Bank in the Expanded Bank Deposit Sweep. Any deposits that exceed \$1,240,000 will be deposited at Wells Fargo Bank, N.A. and may not be FDIC insured.

Cash intended for deposit into the Bank Deposit Sweep Programs must be deposited through your Account and cannot be placed directly by you into a Program Bank. Only balances transferred by the Clearing Firm will be eligible for inclusion in the Bank Deposit Sweep Programs. Deposits by you into Program Banks, outside of the Bank Deposit Sweep Programs, may adversely affect the FDIC coverage of your funds.

**Withdrawals:** Monies on deposit at the Program Banks will be automatically withdrawn from the bank deposit accounts in the event of a debit in your Account or, on settlement date, to pay for securities purchased for or sold to your Account. Debits may also be created by writing a check on your Account, making payments via online bill payment service, withdrawing funds through your debit card, or to pay other liabilities owed to us. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits, and other transactions and items for your Account are processed through that account rather than through the bank deposit accounts. The Clearing Firm will debit and credit your bank deposits to accommodate this processing.

##### **FDIC Insurance Coverage:**

Balances on deposit in the Bank Deposit Sweep Programs, together with any other of your deposits at the Program Banks, are insured by the FDIC, an independent agency of the U.S. government, up to a maximum amount in accordance with the rules of the FDIC. Deposits (including principal and interest) at each of the Program Banks are eligible for federal deposit insurance up to \$250,000. Different ownership categories of accounts are separately insured. Please see the "Deposit Insurance - General Information" section below for further information.

If you have other deposits at the Program Banks outside of the Bank Deposit Sweep Programs, you must aggregate all such deposits with your Bank Deposit Sweep Program balance for purposes of determining FDIC coverage. If your total funds on deposit at any Program Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your funds in excess of the limit. Please note that you, and not the Clearing Firm or TPMR, are responsible for monitoring the total amount of your deposits at the Program Banks in order to determine the extent of FDIC insurance coverage available. If you expect to have total deposits at the Program Banks, including balances through the Standard Bank Deposit Sweep or Expanded Bank Deposit Sweep, that exceed FDIC insurance coverage limits, you should carefully consider whether you should arrange for the direct investment of amounts exceeding such coverage.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you by the FDIC. However, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

If you have additional questions about FDIC insurance, please contact us. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one capacity. You may also obtain publicly available information by contacting the FDIC, Office of Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342 or 800-925-4618 (TDD)), or by accessing the FDIC website at [www.fdic.gov](http://www.fdic.gov).

##### **Differences Between the Bank Deposit Sweep Programs and Money Market Funds:**

The Money Market Funds available as Cash Sweep Vehicles are registered with the SEC pursuant to the Investment Company Act of 1940. The Bank Deposit Sweep Programs consist of interest-bearing deposit accounts at the Program Banks, each regulated by bank regulatory agencies under various federal banking laws and regulations. Deposits in the Bank Deposit Sweep Programs are eligible for FDIC insurance as described above. The retail and U.S. Government Money Market Funds purchase high quality, short-term securities in seeking to maintain their net asset value of one dollar per share. A stable net asset value is not guaranteed and you could experience a loss of principal investing in these Money Market Funds. Funds invested in a Money Market Fund are not guaranteed or insured by the FDIC or any other government agency and are not deposits of a bank or bank affiliate, including the Program Banks. Although Money Market Funds seek to preserve the value of your investment at \$1.00 per share; it is possible to lose money investing in a Money Market Fund.

**Changes to Program Banks:** From time to time we or the Clearing Firm may make changes to the Bank Deposit Sweep Programs that include adding, deleting, replacing or changing the sequence of Program Banks, which may result in increasing or decreasing the overall FDIC insurance available through the Bank Deposit Sweep Programs. In such instances, you will be notified in advance of the change if it affects your Account. If a Program Bank no longer makes the Standard Bank Deposit Sweep or Expanded Bank Deposit Sweep available, you may establish a direct depository relationship with that bank, if the bank is accepting such relationships and subject to its policies and procedures with respect to maintaining deposit



accounts. If you do not wish to establish a direct relationship with the bank, your funds will be transferred to another available Program Bank. The consequences of maintaining a direct depository relationship with a Program Bank are discussed below under "Relationship with Our Custodian, Wells Fargo Clearing Services, LLC." We may notify you of any of these changes by means of a letter, an entry on your brokerage account statement, an entry on a trade confirmation, or by other means.

**Information about the Program Banks:** The Program Banks are regulated by bank regulatory agencies under various federal banking laws and regulations. The Affiliated Banks are wholly-owned subsidiaries of Wells Fargo & Company, the fourth largest bank holding company in the United States based on assets. Clearing Firm is a nonbank affiliate of the Affiliated Banks and Wells Fargo & Company. Additional information regarding the Affiliated Banks and Wells Fargo & Company is available at [www.wellsfargo.com](http://www.wellsfargo.com). The list of Program Banks is available at [wellsfargoclearingservicesllc.com/disclosures/cash-sweep-program.htm](http://wellsfargoclearingservicesllc.com/disclosures/cash-sweep-program.htm) or by contacting your us.

Deposits in the Bank Deposit Sweep Programs are obligations of each Program Bank where the monies are deposited and are not obligations of TPMR or guaranteed by Wells Fargo & Company or any of its other affiliates. Neither TPMR, Wells Fargo & Company, nor the Clearing Firm guarantees in any way the financial condition of the Program Banks, nor are they responsible for any insured or uninsured portion of any deposits with the Program Banks.

**Relationship with Our Custodian, Wells Fargo Clearing Services, LLC:** We will act as your agent in establishing and maintaining the Bank Deposit Sweep Programs, including making deposits to and withdrawals from the Bank Deposit Sweep Programs. Your first deposit into the Standard Bank Deposit Sweep or Expanded Bank Deposit Sweep will constitute your appointment of us as your agent in connection with the Standard Bank Deposit Sweep or Expanded Bank Sweep. No evidence of ownership, such as a passbook or certificate, will be issued to you and deposits in the Standard Bank Deposit Sweep or Expanded Bank Deposit Sweep may be made in the name of the Clearing Firm, for the benefit of our customers. Accordingly, all transactions involving the Bank Deposit Sweep Programs must be made through us.

If you decide to remove us as your agent with respect to the Bank Deposit Sweep, you may establish a direct depository relationship with a Program Bank by requesting to have your deposit relationship established in your name, subject to applicable law and the Program Bank's terms and conditions. If we terminate your use of the Standard Bank Deposit Sweep or Expanded Bank Deposit Sweep, or if you choose to remove us as your agent with respect to the Standard Bank Deposit Sweep or Expanded Bank Deposit Sweep, we will have no further responsibility for automatically crediting your Account with payments made with respect to your Accounts with the Program Banks and will not automatically withdraw funds from your Accounts with the Program Banks to satisfy debits in your Account.

#### Deposit Insurance – General Information

Each Program Bank is insured by the FDIC, an independent agency of the U.S. government, up to a maximum amount of \$250,000 (including principal and accrued interest) per depositor in each insurable capacity (e.g., individual or joint) at each Program Bank when aggregated with all other deposits held by you at the same Program Bank in the same capacity. Your funds become eligible for deposit insurance immediately upon placement in the Standard Bank Deposit Sweep or Expanded Bank Sweep. Any deposits that you maintain directly with a Program Bank, or through an intermediary (such as us or another broker), will be aggregated with your Standard Bank Deposit Sweep balances at each Affiliated Bank (or with your Expanded Bank Deposit Sweep balances at each Program Bank) for purposes of FDIC insurance coverage limits.

In the unlikely event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be

required to provide certain documentation to the FDIC and the Clearing Firm before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

The application of FDIC insurance coverage limits by account type is illustrated by several common factual situations discussed below. The illustrations below assume the use of the Expanded Bank Deposit Sweep. To assist you with calculating your aggregated deposits and the associated coverage, the FDIC has an Electronic Deposit Insurance Estimator available at [www.fdic.gov/edie](http://www.fdic.gov/edie).

**Single Accounts** – Accounts owned by one person, and titled in that person's name only, are added together and the total insured up to \$250,000 at each Program Bank (for a total of up to \$1,250,000 when deposited at all of the Program Banks). This account category does not include joint accounts, certain trusts, and individual retirement accounts, which are protected in a separate category and discussed below.

**Custodial Accounts** – Funds in accounts held by a custodian (for example, under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act) are not treated as owned by the custodian, but are added to other deposits of the minor and insured up to \$250,000 in the aggregate per Program Bank (for a total of up to \$1,250,000 when deposited at all of the Program Banks).

**Joint Accounts** – For accounts owned by two or more people, each person's share is insured up to \$250,000 separately at each Program Bank in addition to the \$250,000 allowed on other deposits owned individually in one or more single accounts (for a total of up to \$2,500,000 for accounts with two joint owners when deposited at all of the Program Banks). The Bank Deposit Sweep Programs can recognize joint accounts with only two joint owners.

**Revocable Trust Accounts** – A revocable trust account indicates an intention that the deposit will belong to one or more named beneficiaries upon the death of the owner(s). A revocable trust can be terminated at the discretion of the owner. There are two types of revocable trusts: **informal trusts**, known as Payable on Death (POD) or "Totten Trusts," and **formal trusts**, known as "living" or "family" trusts. Both informal and formal revocable trusts are insured up to \$250,000 per owner for each beneficiary if the FDIC requirements are met. All deposits that an owner holds in both informal and formal revocable trusts are added together for insurance purposes and the insurance limit is applied to the combined total. A revocable trust account established by a husband and wife that names the husband and wife as sole beneficiaries will be treated as a joint account, and will be aggregated with other joint accounts subject to the rules described above under "Joint Accounts."

**Irrevocable Trust Accounts** – Deposits in an account established pursuant to one or more irrevocable trust agreements created by the same person will be insured for up to \$250,000 per Program Bank for the interest of each beneficiary provided that the beneficiary's interest in the account is non-contingent (i.e., capable of determination without evaluation of contingencies). The deposit insurance of each beneficiary's interest is separate from the coverage provided for other accounts maintained by the beneficiary, the grantor, the trustee, or other beneficiaries. A beneficiary's interest in funds held in irrevocable trust accounts created by the same person will be aggregated and insured up to \$250,000 at each Program Bank.

**Individual Retirement Accounts** – Deposits held in Individual Retirement Accounts, including Traditional, Roth, SEP, and SIMPLE IRAs, are eligible for FDIC insurance of up to \$250,000 in the aggregate at a bank for a total of up to 0 when deposited at all of the program Banks.

**General statement regarding disclosures** – Disclosures in this document are provided for informational purposes only. The disclosures provided to you in the account agreement you received from First Clearing supersede the disclosures in this document, should they differ.

## Margin Disclosure

### Margin Disclosure Statement

**Please Note:** The information contained on this page only applies if you elected to have margin on your Account. TPMR and Clearing Firm are furnishing this document to you 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 stocks in a margin account, you should carefully review the margin agreement provided by us. Consult with us regarding any questions or concerns you may have with your margin account(s). For further information, please refer to the Designation of Responsibility Letter that FCC provides. When you purchase securities through TPMR, you may pay for the securities in full or you may borrow part of the purchase price from Clearing Firm. If you choose to borrow funds, you will open a margin account with TPMR. The securities purchased are Clearing Firm's collateral for the loan to you. If the securities in your Account decline in value, so does the value of the collateral supporting your loan. And, as a result, Clearing Firm or TPMR can take action, such as issue a margin call and/or sell securities or other assets in any of your Accounts held with the member, in order to maintain the required equity in the 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 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 Clearing Firm, the firm that has made the loan, to avoid the forced sale of those securities or other securities or assets in your Account(s).
- Clearing Firm or TPMR can force the sale of securities or other assets in your Account(s). If the equity in your Account falls below the maintenance margin requirements or Clearing Firm's higher "house" requirements, Clearing Firm can sell the securities or other assets in any of your Accounts held at the Clearing Firm to cover the margin deficiency. You also will be responsible for any shortfall in the Account after such a sale.
- Clearing Firm or TPMR can sell your securities or other assets without contacting you. Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that Clearing Firm or TPMR cannot liquidate securities or other assets in their accounts to meet the call unless Clearing Firm or TPMR has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to you.
- You are not entitled to choose which securities or other assets in your Account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, Clearing Firm or TPMR has the right to decide which security to sell in order to protect its interests.



• Clearing Firm or TPMR can increase its “house” maintenance margin requirements at any time and is not required to provide you 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 Clearing Firm or TPMR to liquidate or sell securities in your 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 customers under certain conditions, a customer does not have a right to the extension.

*Securities in your margin account may be loaned to or by Clearing Firm. To the extent Clearing Firm determines, in accordance with Federal tax regulations, that your securities have been loaned, payments received by you with respect to such securities (including payments in lieu of dividends) may be reclassified as substitute payments. Substitute payments may be reported on different tax reporting forms than payments received on the underlying securities and may be subject to different tax consequences and rates. You are advised to contact your tax advisor to discuss the tax treatment of substitute payments.*

Accounts carried by Clearing Firm, Wells Fargo Clearing Services, LLC, member NYSE/SIPC.

**MARGIN REQUIREMENTS AND INTEREST CHARGES:** Clearing Firm will charge interest on any credit extended to or maintained for your Account(s) carried by Clearing Firm for the purchasing, carrying, or trading in any securities or otherwise. The interest charge made to our account at the close of a charge period will be added to the opening balance for the next charge period unless paid. An annual rate of interest is charged on the daily adjusted debit balance in all of your Account(s) carried by Clearing Firm. It is computed at a selected rate above the prime lending rate or the actual cost of borrowing money, whichever is higher. Please check with TPMR for the current rates. Please note that a divisor of 360 days is used in determining the interest charged as described in number 7 below. The use of this divisor will affect the actual interest charged on an annualized basis and will result in a slightly higher rate on such an annualized basis than that selected rate described above and quoted in our Statement of Interest Charged (described below.) The prime rate and/or cost of borrowing money will fluctuate periodically and will result in an automatic change (increase or decrease) in the interest rate without prior notice. If there is a change in the interest rate due to a change in the cost of money during any interest period, separate charges will be shown for each period under each different rate. “Cost of borrowing money” shall be the higher of (a) the interest charged Clearing Firm by a bank doing business in Virginia on loans collateralized by securities; or (b) the interest rate charged Clearing Firm by a bank doing business in Virginia on loans for business purposes. When we maintain a cash account, interest may be charged for an extension of credit which is not directly related to purchases on margin. Examples of such extensions of credit include, but are not limited to, prepayment on securities sold and late payments received in cash accounts. Interest charged shall be determined by the rate applied on the margin accounts.

**CALCULATION OF INTEREST CHARGES:** Interest is calculated monthly on the daily adjusted debit balance in our account. The Daily Adjusted Debit Balance is arrived at by the calculations described in numbered paragraphs 2, 3 and 4 below. Each month you will receive with your regular monthly statement a Statement of Interest Charged. This statement will show the interest period. Your monthly statement will show each transaction on the date of trade; however, interest as shown on the Statement of Interest Charged is calculated on settlement date basis. In order to check the calculation of interest charged to your Account, it may be necessary to refer to both our prior and current months’ statements. The monthly Statement of Interest Charged will show:

1. The current selected rate used in the calculation and any changes in such rate during the interest period.
2. The daily net balance of all transactions. This figure is obtained by adding the daily closing settlement balanced in your Account(s). The net balance in any given account will be determined by adding the opening balance, if any, to any debit created by purchased by us or payments to us and subtracting any credits created by sales or payments by us.
3. Any free credit balance in your cash account (which reduces the daily net debit balance).
4. Any mark-to-the-market as a result of a short position, i.e. any credit that appears in your statement due to short sales (including short sales against the box) will be used to reduce any debit balances. Since Clearing Firm must borrow the same security in order to deliver it to the buying broker, this credit is not available to you. Therefore, on a daily basis, the market value of a short sale is debited against your margin balance in order to arrive at an adjusted debit balance for interest purposed. The daily closing price is used to determine any appreciation or depreciation of a security sold short which will, in turn, adjust our daily net balances. This practice is known as “marking-to-the-market.”
5. The number of days your Account had a debit balance.
6. The adjusted daily debit balance on which interest is charged.
7. The amount of interest, based upon the following formula: Daily adjusted number of Debit Balances (1) X rate (100) X days in period (360).
8. Total interest charge for the period.

Credit Extended by Clearing Firm, Wells Fargo Clearing Services, LLC.

## CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS AND INFORMATION

By providing an email address and signing the Account Application you consent to the electronic delivery of documents and information regarding your account. Should your email address change, you are responsible to immediately contact TPMR and provided your current email address. Documents and information that may be delivered electronically include, but are not limited to: account documents, trade confirmations, prospectuses, account statements, proxy materials, privacy notices, tax-related documents, amendments and updates to the Customer Agreement and fee schedules, and marketing and sales documents. With regard to trade confirmations and account statements, you may revoke your consent to electronic delivery and elect to receive those documents on paper sent through U.S. Mail at any time. TPMR may also elect to provide paper copies of certain documents to you and you may request paper copies of any documents at any time, neither of which will act to revoke or otherwise affect your consent to electronic delivery. If you request postal mail delivery, communications will be delivered to your address of record.

You will receive communications electronically until your Account is closed. If you have elected, you will receive trade confirmations and account statements electronically until your Account is closed or you revoke consent by delivering written notice of revocation to TPMR. Your decision to withdraw your consent to electronic delivery of trade confirmations or account statements, will not affect the legal effectiveness, validity, or enforceability of the electronic trade confirmations or account statements that were provided to you before your withdrawal became effective.

By consenting to the electronic delivery of documents and information, you authorize TPMR to deliver all communications and other documents to you by: (1) email at the email address specified by you; (2) posting to the TPMR website or other sites on the internet where it can be read and printed; (3) sending you an email with a hyperlink to a website or address on the internet where the document can be read or printed; or (4) sending you a notice that directs you to an address on the internet where the documents are posted and from which they can be read and printed. You agree that these methods of delivery will constitute effective delivery under any applicable rules or regulations, regardless of whether or not you access or review the documents or information.

By consenting to the electronic delivery of documents and information, you confirm having access to the Internet, the ability to receive and view documents electronically, and the ability to download and save or print documents to retain for your records. You acknowledge that you are responsible for obtaining and maintaining all equipment and services required to receive documents and information electronically.

(You may request this agreement in 12pt font by making such request to us in writing)

# Important Upcoming Changes to the Bank Deposit Sweep Programs (“Notice”)

## Summary of Changes

On or about August 15, 2025, the Expanded Bank Deposit Sweep will be removed from the Cash Sweep Program, and the Standard Bank Deposit Sweep (which will be renamed the “Bank Deposit Sweep”) will be the only Cash Sweep Option for eligible accounts. If your account is enrolled in the Expanded Bank Deposit Sweep, it will be automatically transferred to the Bank Deposit Sweep. Cash balances (including principal and interest) in the Bank Deposit Sweep will be placed in up to two banks affiliated with Wells Fargo and be eligible for up to \$500,000 FDIC insurance (\$1 million for joint accounts with two or more owners).

Because of the changes, the maximum amount of FDIC insurance available will be reduced from \$1.25 million (\$2.5 million for joint accounts with two or more owners) to \$500,000 (\$1 million for joint accounts with two or more owners).

This Notice supplements the information contained in the TradePMR Customer Disclosure Document related to the Cash Sweep Program. In instances where the information herein contradicts any information in the TradePMR Customer Disclosure Document, this Notice shall supersede and replace the contradictory provisions.

## Action Required

No action is required on your part if you consent to continued participation in the Cash Sweep Program through the amended Bank Deposit Sweep. If you do not consent, please contact your financial professional *on or before August 14, 2025*, to discuss options outside of the Cash Sweep Program.

## Additional Information Expanded Bank Deposit Sweep

Until on or about August 15, 2025, the Expanded Bank Deposit Sweep will serve as the default cash sweep for eligible new accounts. The Expanded Bank Deposit Sweep automatically deposits uninvested cash balances in your account at up to five unaffiliated and affiliated banks (“Program Banks”). This allows for up to \$1.25 million in FDIC insurance (\$2.5 million for joint accounts with two or more owners). On or about August 15, 2025, the Expanded Bank Deposit Sweep will close, and accounts enrolled in the Expanded Bank Deposit Sweep will be automatically transferred to the Bank Deposit Sweep.

## Standard Bank Deposit Sweep [to be renamed “Bank Deposit Sweep”]

Until on or about August 15, 2025, the Standard Bank Deposit Sweep consists of interest-bearing deposit accounts at two or more Program Banks affiliated with First Clearing (Wells Fargo Bank, N.A., Wells Fargo National Bank West and Wells Fargo Bank South Central, N.A.). The Standard Bank Deposit Sweep currently provides a minimum of \$500,000 in FDIC insurance (\$1 million for joint accounts with two or more owners). On or about August 15, 2025, the Standard Bank Deposit Sweep will be renamed the “Bank Deposit Sweep” and become the only cash sweep option for eligible new accounts. The Bank Deposit Sweep will also be changed so that sweep deposits will be placed at no more than two of the three affiliated Program Banks. This will provide a maximum of up to \$500,000 in FDIC insurance (\$1 million for joint accounts with two or more owners).

## **FDIC Deposit Insurance**

Balances on deposit in the Bank Deposit Sweep (including principal and interest), together with any other of your deposits at the Program Banks, are insured on a pass-through basis by the FDIC, up to a maximum amount of \$250,000 per depositor, for each ownership category, for each program bank at which your deposits are placed. Pass-through deposit insurance is a method of insuring funds placed and held at an FDIC-insured depository institution through a third party (here, First Clearing). Pass-through insurance is not a separate ownership category or ownership type. All FDIC deposit insurance is subject to FDIC rules, including for pass-through coverage, which require certain conditions to be satisfied for deposit insurance coverage to apply. First Clearing and other non-bank entities are not FDIC-insured depository institutions. Banking products and services provided by Wells Fargo Bank, N.A., Member FDIC. Deposit insurance only protects against the failure of an insured depository institution and is subject to FDIC rules, including pass-through coverage which requires certain conditions to be satisfied. For a list of affiliated and non-affiliated Program Banks, refer to Bank Deposit Sweep Program.

## **Reminder to Monitor Total Deposits**

As a reminder, you are responsible for monitoring the total amount of all deposits *you* have at each Program Bank in the Bank Deposit Sweep programs for purposes of calculating your FDIC coverage. Your account statement will indicate your balance, detail transactions, and interest relating to the Bank Deposit Sweep. If you expect to have total deposits more than FDIC insurance coverage limits, you should carefully consider whether you may want to directly invest the amounts exceeding such coverage or move those deposit balances to a different bank. To assist you with calculating your aggregated deposits and the associated insurance coverage, the FDIC has an online Electronic Deposit Insurance Estimator available at [fdic.gov/edie](https://www.fdic.gov/edie). Additional information is also available at [fdic.gov](https://www.fdic.gov) and in the "FDIC Insurance Coverage" section of your Cash Sweep Program Disclosure Statement. Your financial professional is also available to discuss alternative solutions for the cash held in your account.