

Colonial Securities, Inc. (CSI) is registered with the Securities and Exchange Commission (SEC) as a broker-dealer and is a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC). CSI provides retail investors like you only brokerage services. CSI does not provide investment advisory services. Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms like CSI at <https://www.Investor.gov/CRS>, which also provides educational materials about broker-dealers, investment advisers, and investing.

WHAT INVESTMENT SERVICES AND ADVICE CAN CSI PROVIDE ME?

Brokerage Services: CSI and its financial professionals can provide you brokerage services, accounts and investments including equities, exchange-traded funds, mutual funds, fixed income and municipal securities, and options. You do not need to have a minimum amount to invest to open a brokerage account with us, but some of the investments you may purchase through us have minimum investment requirements.

There is no minimum amount required if you open an investment account with our firm. We will provide you only brokerage services and we will not monitor your account. Through its clearing firm Hilltop Securities, CSI may provide you with execution, clearing and custody services. In providing brokerage services neither your financial professional nor CSI will provide investment advice in a fiduciary capacity for special compensation. Rather, any investment advice CSI provides in conjunction with brokerage services will be incidental to CSI's primary business as a broker-dealer, which is selling, buying and exchanging securities. It is your responsibility to decide whether or not to follow any recommendation by your financial professional. Neither CSI nor your financial professional exercise discretion over any assets in your account. CSI buys sells and exchanges many kinds of securities, but your financial professional may recommend only those securities he or she is licensed to recommend.

For additional information, please see the Firm's website www.colonialsecurities.com and new customer package.

Conversation Starters: Ask your financial professional –

- ✓ **Given my financial situation, should I choose a brokerage service? Why or why not?**
- ✓ **How will you choose investments to recommend to me?**
- ✓ **What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?**

WHAT FEES WILL I PAY?

The fees you pay are based on the specific transaction conducted and the costs associated with engaging our firm. With stocks or exchange-traded funds, this fee is usually a separate commission. With other investments, such as bonds, this fee might be part of the price you pay for the investment (called a "mark-up" or "mark down"). With mutual funds, this fee (typically called a "load") reduces the value of the investment. Some investments (such as mutual funds and variable annuities) impose additional fees that will reduce the value of your investment over time. Also, certain investment such as variable annuities, have "surrender charges" to sell the investment. CSI's clearing firm, Hilltop Securities may charge additional fees, such as custodian fees, account maintenance fees, SEC fees, transfer fees, and account inactivity fees. CSI may share in some of these fees with HTS. The more transactions in your account, the more fees CSI may charge you. Therefore, CSI may have an incentive to encourage you to engage in transactions.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

For additional information, including a full list of fees charged please see Schedule A of the Correspondent Customer Information Brochure which is included in the New Customer Package.

Conversation Starter: Ask your financial professional –

- ✓ **Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be investment for me?**

WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN PROVIDING RECOMMENDATIONS? HOW DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO THEY HAVE?

When we provide you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they affect the recommendations, we provide you. Here are some examples to help you understand what this means:

- Limited Investment Offerings: Our brokerage services and recommendations cover a limited selection of investments. Other firms could provide a wider range of choices.
- CSI has an incentive to buy and sell securities more frequently in order to increase its compensation.
- Revenue Sharing: CSI may earn additional compensation from its clearing firm when its customer use margin or have credit balances in an account.
- Third-Parties: Some mutual funds offered through CSI's clearing firm, Hilltop Securities may charge front end load and/or transaction fees. Investors should be aware that in some cases, there may be a similar mutual fund with no load or an Exchange Traded Fund (ETF) with a lower fee.

Conversation Starter: Ask your financial professional –
✓ **How might your conflicts of interest affect me, and how will you address them?**

For additional information, please see the Correspondent Customer Information Brochure which is included in the New Customer Package.

HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?

Your financial professionals receive a percentage of the fee revenue he or she generates for CSI. Fee revenue includes commissions, loads, contingent deferred sales charges and 12b-1 fees. The percentage of revenue paid to your financial professional may increase if he or she hits certain revenue thresholds. Therefore, your financial professional has an incentive to encourage you to buy and sell securities more frequently. Your financial professional also has an incentive to encourage you to move your account from another firm to CSI or from your retirement plan to CSI in order to increase his or her own compensation.

DOES YOUR FIRM OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?

Yes. CSI and some of our financial professionals have a disciplinary history.

All disclosures related to the Firm and/or its financial professionals can be reviewed on BrokerCheck which can be found at <https://finra.org> or visit <https://Investor.gov/CRS> for a free and simple search tool to research us and our financial professionals.

Conversation Starter: Ask your financial professional –
✓ **As a financial professional, do you have any disciplinary history? For what type of conduct?**

ADDITIONAL INFORMATION

You can find additional information about the services we provide, fees you pay, and conflicts of interest in your new account package. Your financial professional will provide you a copy. You may obtain a copy at <https://www.colonialsecurities.com>. You may also call (800) 272-7862 to request up-to-date information and request a copy of the CSI's relationship summary.

Conversation Starter: Ask your financial professional –
✓ **Who is my primary contact person?**
✓ **Is he or she a representative of an investment adviser or a broker-dealer?**
✓ **Who can I talk to if I have concerns about how this person is treating me**

Correspondent Customer Information Brochure

CUSTOMER AGREEMENT AND INFORMATION BROCHURE

Hilltop Securities Inc. (HTS), a Member Firm of the New York Stock Exchange (NYSE), the Financial Industry Regulatory Authority (FINRA), and the Securities Investor Protection Corporation (SIPC) may perform, as agent, certain execution and clearing functions for your independent brokerage firm. These services are performed under a contract, known as a Fully Disclosed Clearing Agreement (the Clearing Agreement), between HTS and your independent brokerage firm. In the Clearing Agreement, "Financial Professional" or "your Financial Professional" refers to the financial professional with whom you deal or to the introducing brokerage firm employing him/her. In addition, "You," "you", "your", and "Customer" refer to each person who signs the account application, including self-directed customers where applicable. HTS' role is limited to performing execution, clearing and custodial functions for your Financial Professional. HTS makes no investment recommendations to You, your Financial Professional, or the customers of your brokerage firm assumes no responsibility for any investment recommendations made, or for trades made within your account.

Your Financial Professional is not an employee or agent of HTS, but rather an employee or owner of a brokerage firm using the facilities of HTS to perform certain execution and clearing functions. Neither the financial professional nor the brokerage firm may contractually bind HTS or make any representations to you on HTS' behalf. HTS is acting only as an agent for your Financial Professional accepts no liability or responsibility for any act or omission of your Financial Professional or your brokerage firm's employees. HTS has no responsibility to supervise or monitor the activities of introducing financial professionals and the introducing financial professionals are exclusively responsible for ensuring that the transactions within your account comply with all applicable laws and regulations.

You ("You" or "Customer") should discuss your investment goals thoroughly with your Financial Professional. The more your Financial Professional knows about your circumstances and financial goals, the better prepared your Financial Professional is to help you. SHOULD YOU HAVE ANY QUESTIONS CONCERNING ANY ASPECT OF THESE AGREEMENTS, YOUR ACCOUNT OR SECURITIES IN GENERAL CONTACT YOUR FINANCIAL PROFESSIONAL IMMEDIATELY.

The terms and provisions of the Customer Agreement apply to both HTS and your Financial Professional. You understand and agree that any rights that either HTS or your Financial Professional has under the Customer Agreement (collectively, the "Customer Agreement"), may be exercised by either party 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. HTS and your Financial Professional may collect from you or enforce any other rights under the Customer Agreement independently or jointly. **You understand and acknowledge that HTS may modify or change the terms and conditions set forth herein without notice.**

ALLOCATION OF RESPONSIBILITIES

The purpose of this Allocation of Responsibilities is to set forth the division of responsibilities and the duties of HTS and your Financial Professional and/or your independent brokerage firm ("Financial Professional"). However, it is not meant as a complete listing of every possible circumstance, but only as a general disclosure. You have a direct relationship with your Financial Professional and nothing in the clearing and operational services provided by HTS to your Financial Professional alters that relationship.

With respect to your account being carried on HTS' books by arrangement with your Financial Professional, HTS is responsible for:

- Maintaining books and records detailing transactions in your account, and preparing confirmations and statements showing purchases and sales of securities and related activity, including receipt and delivery of securities and monies, and the collection and distribution of dividends.
- Money market fund and Bank Insured Bank Deposit Program sweep activity will be reflected on your monthly or quarterly statements. Individual trade confirmations for sweep transactions and dividend reinvestments will not be provided.
- Providing margin credit, reviewing requests for extension of payment, the filing of various regulatory reports and observance of applicable industry rules and practices in the extension of credit, which includes compliance with Regulation T of the Federal Reserve Board, the regulations of the FINRA and the application of HTS' own house margin maintenance requirements. HTS or your Financial Professional sets the rates of interest to be charged to your account.
- Safeguarding your funds and securities, while in the possession of HTS, in accordance with Federal Regulations pertaining thereto. HTS is a member of the Securities Investor Protection Corporation ("SIPC"), which provides customers with insurance protection.
- HTS is a member of SIPC, which protects the securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). In addition, HTS has purchased Excess SIPC Insurance which covers the net equity of customers' accounts up to an aggregate of \$200 million from underwriting syndicates at Lloyd's of London. This coverage is offered over and above the coverage provided by SIPC. SIPC and Excess SIPC covers accounts of the member firm in the event of a member's bankruptcy or insolvency. SIPC and Excess SIPC Insurance Coverage do not protect against losses due to market fluctuation or any decline in market value of your securities. An explanatory brochure is available at www.sipc.org or by calling (202) 371-8300.
- Providing you with year-end tax information as required by the Internal Revenue Service. HTS will furnish you with applicable tax documents for the transactions conducted through HTS.
- Disseminating materials concerning proxies, tender offers, and similar shareholder information received by HTS and providing various records for you as required by applicable laws and regulations.
- HTS will accept from your Financial Professional, without any inquiry or investigation by us, orders and instructions regarding your account. More-over, until receipt by HTS of your written instructions to the contrary, HTS may carry out all instructions from your Financial Professional and for your account(s) and hold you responsible for such transactions.
- HTS will not be responsible for any investment recommendation made by your Financial Professional. Furthermore, HTS does not audit, supervise, control or verify information provided by your Financial Professional in connection with your account, except as required for compliance with the USA PATRIOT Act of 2001.

To comply with the USA PATRIOT Act of 2001, HTS or your Financial Professional may conduct a background check and/or utilize an independent third party to verify all information including information used to verify a customer's I.D.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. If you have an account, you will be asked for your name, address, date of birth and other information that will allow us to identify you. You may also be asked to provide your driver's license and/or other documents for identification. If you fail to provide the requested information, or your identity cannot be verified, your Financial Professional may not be able to open an account for you. If an account has already been opened, it may be subject to closure.

Your Financial Professional will be responsible for the following with respect to your account(s):

- Opening, approving and monitoring your account(s), including obtaining and verifying new account information and providing HTS with such documents as may be necessary from time to time. This includes obtaining information about your financial condition and investment objectives.
- Setting the fees to be charged to your account; therefore, those fees may differ from the fees charged by HTS, the clearing firm.
- Advising HTS of the proper title in which your account should be carried.
- Staffing and maintaining a Compliance Department and the establishment of written procedures for supervising the conduct of your account(s) and enforcing federal, state and industry regulations designed to detect and deter violations of the insider trading laws. Your Financial Professional will be responsible for: (a) assuring that transactions in your account are in compliance with applicable laws and regulations, (b) determining the suitability and legality of transactions in your account, (c) determining the propriety of the trading activity conducted in your account, including the frequency of trading, and (d) determining if your account involves discretionary transactions and properly supervising the exercise of such discretion.
- Advising HTS of any reduced sales charge due to break points when purchasing a mutual fund.
- Prompt transmission to HTS of your designated securities and cash equivalents for your respective account. Prompt communications of instructions to HTS involving your account, such as the transfer and delivery of securities, the disbursement of funds from your account, and your intentions regarding tender or exchange offers involving securities in your account.
- Responding to any inquiries or complaints that you may have concerning your account and promptly informing HTS, in writing, of any complaints or inquiries that pertain to HTS.

You will remain a customer of your Financial Professional and any general questions you may have with respect to your account should be directed to your Financial Professional with whom you opened your account. Your Financial Professional is provided copies of confirmations and statements in order to facilitate answering any questions you may have. HTS carries your account and acts as your custodian for funds and securities deposited with us directly by you, through your Financial Professional, or as a result of transactions we processed on your behalf. All inquiries concerning the positions and balances in your account should be made to your Financial Professional. Should information in addition to that provided by your Financial Professional be necessary, you may contact the HTS Client Services Department at 877-797-6613.

WEBSITE ADDRESS

Hilltop Securities Inc.'s website www.hilltopsecurities.com is referenced throughout this Customer Agreement.

TAX and LEGAL ADVICE

HTS cannot offer or issue tax or legal advice to you or your Financial Professional. Where specific tax or legal advice is necessary or prudent, HTS recommends that you consult with your own tax or legal counsel.

CASH ACCOUNT AGREEMENT

In consideration for HTS opening and maintaining one or more cash accounts, you agree to be bound by the terms and conditions of the Customer Agreement, which may be amended at HTS' discretion, as follows:

- 1. Applicable Rules and Regulations.** All transactions made for you are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market, and its clearing house, if any, where the transactions are executed, as well as the mandates of the NYSE, FINRA, the United States Securities and Exchange Commission (SEC), and the Federal Reserve Board. The transactions shall also be subject to all applicable federal and state laws, rules and regulations, and will be construed in accordance with the laws of the State of Texas. It is important that you understand that your property may be transferred to the applicable State if no activity occurs in your account within the time period specified by State law.
- 2. Capacity to Contract, Customer Affiliation.** You represent being of legal age, and not an employee of any exchange, member firm of an exchange or FINRA, bank, insurance company, or trust company, and that HTS will be promptly notified upon such association. You also represent that no one has an interest in this account or your other accounts with HTS, other than those signing the appropriate account documents.
- 3. Binding Upon Customer's Estate.** You hereby agree that the Customer Agreement will be binding upon Customer's heirs, executors, administrators, personal representatives and assigns, and that any successor will be notified of the Customer Agreement's provisions.
- 4. Important Information About Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.
- 5. Agreement Contains Entire Understanding/Assignment.** The Customer may not assign the rights and obligations in the Customer Agreement without first obtaining the prior written consent of a duly authorized officer of HTS.
- 6. Severability.** If any provision of the Customer Agreement is held to be unenforceable by any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions.
- 7. Waiver and Modification.** Except as specifically permitted in the Customer Agreement, no provision may be waived or amended unless it is agreed to in writing and signed by a duly authorized officer of HTS. You further understand that the failure to exercise any right or obligation granted by the Customer Agreement will not be considered as a waiver of that right or obligation.
- 8. Opening an Account** Before an account can be opened, you must furnish your Financial Professional with certain information, including your name, address, Social Security number or tax identification number, citizenship, age, occupation, bank or other brokerage reference, as well your financial situation (net worth, income, investment experience, investment objective). Your Financial Professional has the responsibility for opening, approving and monitoring your account. Your Financial Professional must obtain and is responsible for new account documentation, knowledge of customer and customer investment objectives, new account approval or rejection, determining the commission charged, review of orders and accounts, supervision of orders and accounts, furnishing of investment advice, handling and supervision of discretionary accounts, and the handling of accounts for employees or officers of member organizations, self-regulatory organizations and other financial institutions. Each account opened is subject to HTS' acceptance and HTS reserves the right to close or restrict an account or reject a transaction at any time. HTS and your Financial Professional reserve the right to conduct background checks on account holders at any time, including obtaining credit reports. If requested, you will sign a separate release authorizing the release of credit information.
- 9. Backup Withholding.** Federal law requires, for U.S. persons, a specified percentage of reportable interest, dividends, and proceeds from the sale of securities be withheld, unless you furnish a correct taxpayer identification number. To avoid this "backup withholding" complete and return the New Account Application, which includes the substitute W-9 Form, certifying that the taxpayer number you are furnishing is correct and that you are not subject to backup withholding. For most individuals, your taxpayer identification number and Social Security number are the same. Foreign persons claiming foreign status must complete the IRS W-8BEN Form (for joint foreign accounts, each owner submits a W-8BEN).
- 10. FATCA Withholding.** Due to the enactment of the Foreign Account Tax Compliance Act (FATCA), if HTS cannot reliably associate a payment with valid documentation from the foreign person(s), HTS must presume the account is domestic, backup withhold and produce a 1099 tax statement for the period of time the foreign account is not properly documented. Foreign Financial Institutions (FFIs) and Non-Financial Foreign Entities (NFFEs) must submit a valid IRS Form W-8BEN-E. If HTS does not receive valid documentation, FFIs and NFFEs are subject to 30% FATCA withholding. In addition, if the account is classified as a United States Financial Institution (USFI) and HTS does not receive a valid IRS Form W-9, HTS is required to treat the USFI as foreign, subject to 30% FATCA withholding and produce a 1042-S tax statement for the period of time the USFI is not properly documented.
- 11. Cash Account.** Your brokerage cash account does not provide for the extension of credit (margin), and you must pay in full for any security that you purchase. Regulation T of the Federal Reserve Board and certain Exchange rules require settlement of the purchase or sale of securities on the settlement date. When you buy a security, prompt payment by personal check, wire transfer, cashier's check or money order payable in U.S. funds to the order of HTS must be received into your account. Your Financial Professional can tell you the amount due shortly after any purchase. HTS will prepare and send a confirmation to you as soon as possible after execution of your order. You should not wait for the arrival of the confirmation before paying, since funds must be received by the settlement date. Federal Regulation T requires HTS to liquidate securities for which prompt payment is not received. In that event, you will be responsible for any resulting loss, will not be entitled to any gain, and your account will be restricted for 90 days. When you sell your stock it is essential that you deliver the certificate promptly to your account at HTS. The proceeds of a sale cannot be paid to you until HTS' receipt of your stock certificate in good, deliverable form by the settlement date. If HTS does not receive the securities that you sold within a reasonable amount of time after settlement date, your Financial Professional is required to purchase the securities in the open market. Again, you will be responsible for any resulting loss, will not receive any gain, and your account will be restricted for 90 days. The proceeds of a sale will be either retained in your account or, if you so request, the funds will be mailed to you. You may also request that sale proceeds, dividends and interest be automatically deposited to your bank account by electronic funds transfer. In general, it is HTS' policy that funds cannot be withdrawn against a deposited check within ten (10) business days of the date of deposit.
- 12. Interest on Cash Balances** All balances in the Cash and Margin account types will be net together. If the netting results in a settled debit, debit interest will be charged. If the netting results in a settled credit, credit interest will be paid. Interest will be paid on those net credit balances that accrue \$1.00 or greater of interest during the month. Please refer to Section 40 "Securities Industry Protection Corporation (SIPC) and Excess SIPC Coverage" for a discussion of your account protection. Please consult your Financial Professional for additional information.
- 13. Compensation to HTS.** HTS may receive compensation for establishing relationships through which investment products are made available which could result in a lower rate of return to the client. This compensation may include non-cash items such as reciprocal arrangements, discounts, rebates or reductions or credits against fees that would otherwise be payable in full by your Financial Professional or HTS.
- 14. Sweep Program.** HTS's Sweep Program is a service provided by HTS to its customers offering you the option of automatically transferring excess cash balances in your securities account to our Bank Insured Deposit program (BID), which is an account at a participating bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC). A sweep of your excess cash balance allows you to earn interest on the funds while retaining the flexibility to quickly access that cash to purchase securities or withdraw it. To participate in the HTS sweep program, you must select a sweep upon account opening by affirmative written consent. HTS may change the products available under the sweep program. For existing accounts, please notify your Financial Professional if you wish to sweep your cash balances to the BID program. If you decline participation in the sweep program, fail to make a sweep program election by affirmative written consent, or if your account is otherwise ineligible to sweep, excess cash balances must be retained in an interest-bearing SIPC insured credit investment program (CIP) account held at HTS. Unlike cash accounts, individual retirement accounts and qualified retirement plan accounts may not retain excess cash balances in CIP. Therefore, these specific types of accounts must affirmatively select the BID program. HTS will generally provide any customer participating in its sweep program at least thirty (30) days written notice of (1) changes to the terms and conditions of the sweep program and any products currently available through the sweep program, (2) any changes, additions or deletions of products available through the sweep program, and (3) changing a customer's investment through the sweep program from one product to another. If advance notice of a modification is not practicable due to the circumstances, you will be notified as soon as is reasonably practicable of any change in the sweep program that results in changing the core account investment vehicle for your account. The BID program is a program which involves a series of FDIC-insured bank accounts maintained at various participant banks, including PlainsCapital Bank, an affiliate of HTS. A list of all participant banks is available on our website at www.hilltopsecurities.com/disclosures/sweep-account-disclosure/. Additions and changes to the list of participant banks will also be posted on this website. Please consult your Financial Professional, as certain types of accounts may not be eligible to invest in the Bank Insured Deposit. If your account is ineligible, excess cash balances will be retained in an alternate fund or CIP. It is important that you understand the unique nature, insurance coverage, and risk associated with each type of account. SIPC coverage does not protect cash balances created and maintained solely for the purpose of earning interest, so funds in CIP accounts must be intended for future reinvestment. HTS may temporarily suspend or discontinue the sweep arrangement, or change the timing or frequency of the sweep anytime without advance notice to you. If HTS fails to sweep your uninvested funds in the manner described in the Customer Agreement, HTS's liability is limited to the actual amount of interest you would have earned had the sweep been performed. HTS may automatically sweep funds from your sweep account to your brokerage account anytime without advance notice to you to pay for securities transactions and withdrawal requests, satisfy a debit balance, settle any other obligation you owe HTS, pay your margin loan, provide necessary collateral in your margin account, or for any other permissible purposes. Should you wish to access these funds or information regarding the fund rates, contact your Financial Professional. You can also visit www.hilltopsecurities.com/disclosures/sweep-account-disclosure/ for

information regarding fund rates. With ongoing changes to the rates of return for the BID program, your personal financial circumstances and market conditions, you should always consider all of your investment options.

HTS anticipates receiving fees, including fees for administrative services, and other financial benefits for providing sweep funds to our sweep program administrator and participant banks, including our affiliate PlainsCapital Bank. HTS anticipates the participant banks will receive a financial benefit from the use of sweep funds, such as net interest income.

The FDIC insures bank deposit accounts such as checking, interest-bearing checking and savings accounts, money market deposit accounts, and certificates of deposit (CDs) if an insured bank or savings association fails. Your bank deposits are generally insured up to \$250,000 per account holder, while your IRA and other qualifying self-directed retirement funds on deposit are separately insured up to \$250,000. The FDIC does not insure the money you invest in stocks, bonds, mutual funds, life insurance policies, annuities, or municipal securities, even if you purchased those products from an insured bank. Previously existing or other bank accounts you maintain at a participant bank may affect your FDIC insurance coverage. If your funds on deposit at any one bank exceed the applicable FDIC insurance limit of \$250,000 per account holder (\$250,000 for qualifying retirement accounts), the FDIC will not insure your funds in excess of the limit. If you have a deposit with one of the participant banks that is separate from a balance in the BID, please notify your Financial Professional if the combined deposits are in excess of \$250,000, and such excess funds will be placed with another participant bank, if available. HTS is not, itself, an FDIC-insured depository institution. Rather, the FDIC's deposit insurance coverage only protects against the failure of an FDIC-insured depository institution, including the participant banks. In order to qualify for this pass-through deposit insurance, HTS is also required to meet certain requirements.

The current target maximum amount of FDIC Insurance coverage for your deposits in the BID program is up to \$5 million (for an individual account) or up to \$5 million per each individual owner of a joint account (e.g., for a joint account with two individual owners – up to \$10 million) (Maximum Applicable FDIC Deposit Insurance Amount), subject to the total amount on deposit in an account, applicable FDIC rules, and bank availability. Account balances in excess of the Maximum Applicable FDIC Deposit Insurance Amount will be invested in the Dreyfus Government Cash Management Money Market Fund Investor Class (DGVXX). DGVXX, which is only available for account balances in excess of the Maximum Applicable FDIC Deposit Insurance Amount, is registered with the SEC pursuant to the Investment Company Act of 1940 and treated as a security. Please note that DGVXX is not FDIC-insured, not guaranteed by the federal government, and is not a deposit or obligation of any bank or guaranteed by any bank. There can be no assurance that this or any money market fund will be able to maintain a stable net asset value of \$1 per share. See the DGVXX money market fund prospectus for more complete information, including terms, management fees, prevailing rates, and expenses. You can obtain a prospectus by contacting your Financial Professional or via our website at www.hilltopsecurities.com/disclosures/sweep-account-disclosure/. You should consider the fund's investment objectives, risks, and expenses carefully before investing.

For a list of participant banks in the BID program, please go to www.hilltopsecurities.com/disclosures/sweep-account-disclosure/. Additional information regarding FDIC coverage is available at www.fdic.gov. Please consult your Financial Professional, as certain types of accounts may not be eligible to invest in the BID program. Please refer to the HTS Bank Insured Deposit Program Terms and Conditions document for additional information. A copy of this document may be obtained from your Financial Professional or online at www.hilltopsecurities.com/disclosures/sweep-account-disclosure/.

The HTS Bank Insured Deposit Program Terms and Conditions document contains information and other disclosures regarding our services, fees and other compensation Hilltop Securities, our affiliates, financial advisors and subcontractors reasonably expect to receive in connection with the BID program and related services provided to your plan and/or account. This information is intended to be sufficient to comply with the Department of Labor regulation on reasonable contracts or arrangements under section 408(b)(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

Hilltop Securities has a conflict of interest with respect to the BID program, because the banks participating in program (including PlainsCapital) have discretion in determining how much interest to pay on program deposits, and HTS has discretion in determining how much of that bank interest rate is paid to customers in the program and how much of the bank interest rate to retain itself as a Program Fee. The banks (including PlainsCapital) have a financial interest in paying a lower interest rate so that their net interest income is increased, and HTS has a financial incentive to pay a lower rate to customers so that its fees are increased. HTS does not share any fees received in the BID program or any revenue received in connection with the program with its Investment Adviser Representatives (IARs).

Hilltop pays interest based on a "tiered" interest rate system, which will pay different rates of interest based on six different deposit tiers. Generally speaking, higher cash deposit balances will receive higher rates of interest than deposits with lower balances. The amount of interest paid will be determined by the amount of interest paid by the banks participating in the program, minus the amount of fees charged by us, as broker-dealer or custodian, in accordance with the following tiers:

Tier	Deposit Level
Tier 1	\$0 to \$49,999.99
Tier 2	\$50,000 to \$249,999.99
Tier 3	\$250,000 to \$499,999.99
Tier 4	\$500,000 to \$999,999.99
Tier 5	\$1,000,000 to \$2,999,999.99
Tier 6	\$3,000,000 or more

The applicable interest rate tier will be determined based on the amount of cash available in your brokerage account on a per account basis. Cash available in one brokerage account will not be aggregated to include cash which may be contained in other brokerage accounts you hold with us for purposes of qualifying for a higher interest rate tier. In other words, the amount of cash available in each specific brokerage account can only be used to qualify for one individual interest rate tier under the BID program.

Interest on funds in a bank deposit account is accrued daily, compounded monthly, and credited to your account monthly. Interest begins to accrue on the date of deposit in the BID up to, but not including, the date of withdrawal. The daily balance method is used to calculate the interest on these accounts. The daily rate is 1/365 (or 1/366 in a leap year) of the interest rate. Account rates are set in accordance with other bank products and may be changed at any time. The rate of return paid on BID program funds may vary from the rates of return available to account holders making deposits with the participant bank directly, through other types of accounts at your brokerage, or with other depository institutions in comparable accounts.

The BID program may be more profitable to HTS and its affiliates than other potential sweep options. You should compare the terms, rates of return, required minimum amounts, charges and other features with other accounts and alternative investments.

15. Joint Accounts Joint account customers agree, that the signatories, jointly and severally, have the authority on behalf of the account to do all acts and have all rights, responsibilities and obligations that an individual account holder may have. Joint account customers, jointly and severally, agree that each joint account customer will have authority on behalf of the account to buy, sell and otherwise deal in securities; to receive on behalf of the joint account demands, notices, confirmations, reports, statements of account, and communications of every kind; and to deal with the financial professional on behalf of the joint account as fully and completely as if the Customer alone were interested in the account. This may all be done without notice to others interested in the account. Your Financial Professional is authorized to follow the instructions of any of the account holders in every respect concerning the joint account. In the event of deliveries of securities or payments to any of the joint account parties, your Financial Professional will be under no duty or obligation to inquire into those deliveries or payments. Joint authority will remain in force until your Financial Professional receives written notice of revocation. Your Financial Professional, however, is authorized, at the account holders' discretion, to require joint account action by the joint tenants with respect to any matter concerning the joint account. If the Joint Tenants with Right of Survivorship box has been marked, on the death of any account holder, the deceased party's ownership of the account passes to the surviving account holders.

The liability with respect to said account shall be joint and several. All property shall be subject to a lien in the financial professional's favor for the discharge of the obligations owed the financial professional. It is understood that the lien be in addition to and not in substitution of the rights and remedies the financial professional would otherwise have.

It is further agreed that the estate of any of the account holders who have died will be liable, and each survivor will continue to be liable, jointly and severally, to the financial professional for any net debit balance resulting from transactions initiated prior to the receipt by the financial professional of the written notice of the death, incurred in the liquidation of the account, or the adjustment of the interests of the respective parties.

16. Custodial Accounts. It is agreed that all accounts opened under the Uniform Gift to Minors Act (UGMA), the Uniform Transfers to Minors Act (UTMA), or similar state statutes will be properly created and that all property so transferred will be done in compliance with such applicable statutes. There will be good faith reliance upon the instructions given, representations made and actions taken by a transferor or custodian. Further, the custodian represents and warrants that the assets in the account belong to the minor and that all such assets, whether or not transferred out of the UGMA or UTMA account, will only be used for the benefit of the minor.

17. Employee Stock Option Plans. With HTS' and your Financial Professional's consent, you may exercise employee stock options or execute other employee stock plans through them. In such instances, by your signing the New Account Application, you represent to the issuer of such securities that HTS may make payments from your account for the cost of the securities. You understand that once those instructions have been accepted by HTS, they are not revocable or amendable by you, and that you agree to hold HTS and your Financial Professional free and harmless from any liability, cost or expenses associated with the market fluctuation of the stock price of the subject security. You understand that prior to acceptance of your instructions, HTS must verify that the issuer will promptly deliver a readily marketable security in negotiable form, and that you must designate the account into which the securities are to be deposited.

- 18. New Issues** In connection with certain public offerings of securities, after a registration statement has been filed, you may be permitted to enter a conditional offer expressing your offer to purchase securities "when and if issued." You understand that a conditional offer is an offer to purchase public offering securities which (i) cannot be accepted until such time (the "Time of Effectiveness") as the public offering securities have been effectively registered, but (ii) may be accepted, in whole or in part, immediately upon such Time of Effectiveness without any further action or consent on your part. You will be entitled to cancel any conditional offer at any time prior to the time that the Time of Effectiveness has occurred and your offer accepted. Each conditional offer or subscription will be authorized by you and accepted with the understanding that an actual purchase is intended and that it is your obligation to pay for the purchase upon our demand. HTS and your Financial Professional's processing of any conditional offer or subscription will be subject to certain rules and regulations, which are subject to change at any time without notice. You understand that entering a conditional offer or a subscription in no way entitles you to purchase any securities, and that HTS and your Financial Professional reserves discretion to reject any offer for any reason, to allocate securities on any basis, or to change methods for allocating securities at any time and without notice. You also understand that HTS and your Financial Professional may require that your account contain available funds equal to or greater than the purchase price reflected by your offer. Any offer inadvertently accepted without sufficient funds in your account will be subject, at HTS' discretion, to cancellation or liquidation. You are responsible for your offers, including any purchases which exceed available funds. If funds are not available in the account and an offer is accepted, your payment must be immediately submitted to HTS. If payment is not received, or as market conditions warrant, at HTS' discretion, your account may be liquidated without prior notice. In the event your account is liquidated, you will be liable for resulting losses and all associated costs incurred by HTS.
- 19. Callable Securities.** HTS, in accordance with FINRA Rule 4340 (Callable Securities), has a lottery process in place which will allocate among its customers, on a fair and impartial basis, the securities to be redeemed or selected as called in the event of a partial redemption or call. You may access the firm's allocation procedures on the firm's website at www.hilltopsecurities.com. HTS will provide hard copies of the allocation procedures upon request.
- 20. Restricted Securities.** You agree to advise HTS and your Financial Professional as to the status of any securities that fall under Rule 144, 145, 148, and 701 of the Securities Act of 1933, as amended, and to timely deliver the appropriate paperwork to ensure clear legal transfer and good delivery of such securities.
- 21. Foreign Income Tax Withholding.** When dividends and interest are paid on foreign securities, foreign tax is generally withheld from the payment by the paying agent at a tax rate known as the statutory, or maximum, rate and paid to the foreign taxing authority. In many cases investors are resident for tax purposes in countries that have tax treaties with the security's country of issuance. For specific types of investors, these treaties often allow for a favorable rate of withholding, less than the statutory rate. If you invest in foreign securities and are eligible for a favorable rate of withholding on dividends and interest, a residency certification is usually required. Most countries require IRS Form 6166 for US residents. To request a Form 6166, a taxpayer or an authorized representative must submit Form 8802 to the IRS. If your account is eligible for the favorable tax rate, and HTS secures the distribution at the favorable rate at source, the payment will be paid to your account less fees assessed by the depository.
- 22. Customer's Responsibility Regarding Certain Securities.** Certain securities may grant the customer valuable rights that may expire unless you take action. These securities include, but are not limited to, warrants, stock purchase rights, convertible securities, bonds and securities subject to a tender or exchange offer. You are responsible for knowing the rights and terms of all securities in your account. HTS and your Financial Professional are not obligated to notify you of any upcoming expiration or redemption dates, or to take any other action on your behalf, without specific instructions from you, except as required by law and applicable rules of regulatory authorities. Similarly, you are responsible for knowing about reorganizations related to securities that you hold, including but not limited to stock splits and reverse stock splits. HTS and your Financial Professional are not obligated to notify you of any such reorganizations. If, due to a reorganization, you sell more shares of a security than you own, if you become uncovered on an options position, or if you become otherwise exposed to risk requiring HTS or your Financial Professional to take market action in your account, HTS and your Financial Professional will not be responsible for any losses you incur. Overselling in a cash or margin account may be an impermissible short sale and may result in your account being restricted.
- 23. Delivery of Securities.** Without abrogating any of HTS' or your Financial Professional's rights under any other portion of the Customer Agreement, and subject to any indebtedness of the Customer to the financial professional, the Customer is entitled, upon appropriate demand, to receive physical delivery of fully paid, transferable securities in the Customer's account. If transferable physical securities are deposited in an account within ten (10) business days prior to a transfer, such shares will not be released by HTS until the ten-day period has lapsed. In addition, transferable securities purchased and paid for by check will not be released for transfer until ten (10) business days subsequent to the deposit of the check.
- 24. Agency and Principal Transactions.** Many stocks and bonds are not traded on a securities exchange but in what is known as the over-the-counter market (OTC). When you buy or sell a security in this market, your Financial Professional may act as an agent or as a principal. The confirmation, which you receive, will designate the capacity in which your Financial Professional acted. When your Financial Professional acts as a principal, HTS is selling securities to you that it either owns or expects to buy shortly, or is buying securities from you for its own account. When your Financial Professional acts in an agency capacity for you in purchasing or selling securities in the OTC market, your Financial Professional is dealing on your behalf with another Financial Professional/Dealer, which could be HTS, or a customer of HTS. In such a case, the commission will be reflected on your confirmation. Orders that exceed specified criteria may undergo additional review by your Financial Professional and/or HTS.
- 25. Transactions and Settlements.** All customer orders for the purchase or sale of securities and other property will be executed with the understanding that an actual purchase or sale is intended and that it is the Customer's intention and obligation to deliver securities or the necessary funds by settlement date. If the Customer fails to deliver to the Financial Professional any securities and other property sold at the Customer's direction, the financial professional is authorized to borrow the securities and other property necessary to enable the financial professional to make delivery. The Customer agrees to be responsible for any cost or loss the financial professional may incur, or the cost of obtaining the securities and other property which the financial professional is unable to borrow. The financial professional is the Customer's agent to complete all such transactions and is authorized to make advances and expend monies as required. Please be advised that certain orders, at HTS' or your Financial Professional's discretion, may be subject to manual review and entry, which may cause delays in the processing of your orders. You should be aware that with respect to any order, you would receive the price at which your order was actually executed in the marketplace, which may be different from the price at which the security or option is trading when your order is entered. HTS is not liable for any such price differences or delays in the processing of your orders. You also understand that security price quotes provided to you may only be valid for a limited quantity. Orders for large share or principal value amounts may execute in multiple lots and at different prices than previously quoted. HTS reserves the right at its sole discretion to refuse any order or to enact certain requirements for the acceptance of any order without advance notice. You understand that HTS may not be held liable for acting upon false oral instructions or forged documents.
- 26. Stop on Quote Orders** HTS accepts orders defined as Market, Limit, Stop and Stop Limit. In addition, we offer "stop on quote" and "stop limit on quote" order types. A stop on quote order to buy (or sell) becomes a market order to buy (or sell) when the NBBO ask (bid) is at or above (below) the stop price, and a stop limit on quote order to buy (or sell) becomes a limit order to buy (or sell) at the limit price when the NBBO ask (bid) is at or above (below) the stop price.
- 27. Execution of Orders/Erroneous Reports.** Your Financial Professional can execute your orders to buy or sell securities, or forward them to HTS for execution. Stock and option exchanges have rules governing erroneous reports of executions. The price at which an order is executed will be binding, notwithstanding that an erroneous report may have been rendered or no report was received from the exchange. Also, a report will not be binding if an order was not actually executed but was reported in error.
- 28. Cancellation Requests; Late and Corrected Reports.** When you place a request to cancel an order, the cancellation of that order is not guaranteed. Your order will only be canceled if your request is received in the marketplace and matched before your order is executed. During market hours, it is rarely possible to cancel your market order. Do not assume that any order has been executed or cancelled until you have received confirmation from HTS or your Financial Professional. Please be advised that HTS and your Financial Professional may, from time to time, receive late reports from exchanges and market makers reporting the status of transactions. Accordingly, you may be subject to late reports related to orders that were previously unreported to you or reported to you as being expired, cancelled, or executed. Further, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace.
- 29. Dividend Reinvestment Program (DRIP Program).** With this feature, all dividends paid by eligible securities that you designate for reinvestment are automatically reinvested in additional shares of the same security. (For purposes of the Dividend Reinvestment Program, "dividends" means cash dividends and capital gain distributions, late ex-dividend payments, optional dividend distributions and special dividend payments, but not cash-in-lieu payments.) To be eligible for this program, a security must be held, in the account, in street name by HTS or at a securities depository on its behalf. Open orders for securities are not eligible for dividends. In designating any eligible security for reinvestment, you authorize us to purchase shares of that security for your account. Participation in the DRIP Program may be terminated at any time by giving notice to HTS. The termination will take effect with the next eligible cash distribution provided the notice to terminate was received prior to the record date of the distribution. All eligible cash distributions will be reinvested on all eligible securities that have been enrolled in the DRIP Program without commission charges provided the securities were held on the record date and the dividend payable date. All rights accruing to partial shares of an eligible security that are subject to the DRIP Program will be sold in the event of a rights offering. Proceeds from the sale will be used to purchase additional shares of the eligible security. In the event of a transfer, liquidation, or request to issue a certificate, the partial shares will be liquidated at prevailing market prices without a commission charge. Shares purchased through the DRIP Program will generally be placed in your account as of the dividend payable date. Note, however, that the stock price at which your reinvestment occurs is not necessarily the same as the price that is in effect on the dividend payable date. This is because HTS may buy the shares of domestic companies two (2) business days or less before the dividend payable date, at the market price(s) in effect at the time, in order to help ensure that HTS has shares on hand to place in your account on the dividend payable date. Other factors may require the purchase of the shares on a different business day, which may be before, on, or after the dividend payable date, e.g., dividends of foreign companies. Also, shares of securities that have an unusual ex-dividend date are purchased on the ex-dividend date and placed in our account on the first business day following the dividend payable date. Therefore, you may

end up receiving more or fewer shares than if your dividend had been reinvested on the dividend payable date itself, particularly if there are significant changes in the market price of a security just before its dividend payable date. If sufficient shares are unavailable in the market to satisfy all customers' requirements for dividend reinvestment for a security, the dividend will not be reinvested.

Automatic reinvestments often involve purchase of fractional shares. Partial shares pay prorated dividends and can be sold if you sell your entire share position, and will be liquidated automatically in transfers and certain other situations, but otherwise typically cannot be sold. Dividend payments will be made based on those fractional shares. Proxy materials and voting rights will be proportionate to the partial interest, except in certain types of company reorganizations. In the event of a mandatory reorganization, partial interest will be handled according to the terms of the reorganization. In cases of voluntary reorganization, HTS will act on an account holder's instructions with respect only to whole shares.

Although for dividend reinvestments your regular account statement takes the place of a trade confirmation, you can generally obtain status information the day after the reinvestment date by contacting your Financial Professional.

If you transfer or reregister your account within HTS (for example, by changing from a Traditional IRA to a Roth IRA), you need to re-designate any securities whose dividends you want reinvested.

When feasible, HTS will participate in a program offered by the Depository Trust Company (DTC) that offers a share price discount. Note that the availability of any given security through this program may change without notice. Also note that DTC program transactions sometimes take longer to process: although the transactions are effective as of the dividend payable date, they may not be posted to your account until 10-15 days after the payable date. If you sell your dividend-generating shares before the posting date, the dividend will not be reinvested. If instructions are not received prior to the date there is no guarantee that cash will be reinvested for that pay date. Dividend reinvestment does not ensure a profit on your investments and does not protect against loss in declining markets.

- 30. Fully-Paid Lending Program.** HTS offers to its customers a Fully-Paid Lending Program ("FPL Program") which may allow you to earn income in exchange for lending eligible equity securities to HTS, which are then loaned to other investors and market participants (hereinafter referred to as "Loaned Securities" or "Loaned Security.") Customers who chose to participate in the FPL Program must meet certain eligibility and suitability requirements and are required to enter into a separate FPL Program Application and Agreement which fully describes the terms and conditions, as well as any risks associated with your participation in the FPL Program. HTS may borrow any security in your account custodied at HTS at any time, however there is no guarantee that your securities will be loaned out, which is dependent upon market demand and other factors.

HTS will earn revenue from loaning your securities to other investors and market participants. A portion of that revenue will then be shared with you. In addition, HTS may share a portion of the revenue it earns with your Financial Professional. As a result, we have an incentive to recommend that you participate in the FPL Program. Income on your Loaned Securities is calculated daily based on a stated rate and the Loaned Security's closing market value each business day. Share prices and rates may fluctuate based on market conditions, which will affect the income generated by your Loaned Security. Market conditions, limited supply in the lendable market, demand driven by borrow and short-selling activity, or hedging interest can all impact lending rates. Income will accrue daily and be credited to your account on the second business day following the end of the previous month.

Securities lent out as part of the FPL Program will no longer be eligible for coverage by the Securities Investor Protection Corporation ("SIPC"). However, as collateral, HTS will deposit into an account it has established with Reich & Tang Deposit Solutions, LLC, funds equal to the current market value of your Loaned Securities and not less than 102% of the market value of the Loaned Securities. The cash collateral for your Loaned Securities is insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum limits (currently up to \$250,000 per account per person per depository institution). HTS will earn interest income based on the total balance of the cash collateral for your Loaned Securities, however any interest income earned will be retained by HTS and not shared with you.

You acknowledge that when you lend fully paid securities to HTS, ownership of those securities will be transferred to HTS. As such, subject to the FPL Program Agreement, HTS will have all incidents of ownership with respect to the Loaned Securities, including the right to vote and the right to transfer the Loaned Securities to others. You waive the right to vote, provide consents, or take similar action with respect to the Loaned Securities if the record date or deadline for such vote, consent, or other action falls during the term of the Loan. However, you maintain exclusive ownership of any positions which are loaned to Hilltop Securities, and you can sell any position that is on loan at any time.

You understand that any dividends and other distributions paid on Loaned Securities will be paid to HTS. However, HTS will pass on to you any cash dividends and distributions to the full extent you would have been entitled had you not lent such securities to HTS. HTS will deposit such cash dividends and distributions into your account on the same day as HTS receives the cash payment. Such payments constitute a "payment in lieu of a dividend" or a "substitute payment," which may not be eligible for more favorable dividend tax treatment as may have been applied to the receipt of a dividend. You agree that HTS is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends. Any non-cash distributions made in respect to a Loaned Security will be deemed added to the loan as of the date of distribution, and HTS will provide you with additional collateral if necessary, in accordance with the FPL Program Agreement.

Upon borrowing a security, HTS will provide you with a written confirmation of the securities borrowed. You will also receive a monthly statement showing all of your current outstanding Loaned Securities from your account that HTS has borrowed, an aggregate amount of Loaned Securities income your account has earned during the month by security and an aggregate income amount of all Loaned Securities income.

Please refer to the FPL Program Application and Agreement as well as the HTS Fully Paid Lending FAQs for additional information and important risk disclosures. Copies of these documents may be obtained from your Financial Professional or online at <https://www.hilltopsecurities.com/disclosures/fully-paid-lending/>.

- 31. Losses Due To Extraordinary Events.** HTS is not responsible, and you agree not to hold HTS liable, for losses caused directly or indirectly by conditions beyond our control, including, but not limited to: war, natural disasters, government restrictions, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts' reports, trading volumes, market volatility or disruptions in orderly trading.

- 32. Order Flow Disclosure.** Payment for Order Flow is compensation paid to a brokerage firm by another Financial Professional/Dealer in return for directing some customer orders for execution. Such remuneration is considered compensation to the brokerage firm, and the source and amount in connection with your transaction will be disclosed upon request. This compensation may include non-cash items such as reciprocal arrangements, discounts, rebates or reductions or credits against fees that would otherwise be payable in full by your Financial Professional. Order Routing Statistics required under SEC rules are available on the Internet at www.hilltopsecurities.com.

- 33. Confirmations.** The confirmation contains the complete terms of the trade. While HTS makes every effort to transmit reports of transactions accurately, errors do occasionally occur, especially during periods of heavy volume. If a transaction is not entirely in accordance with your understanding and directions, you must report the error to your Financial Professional in writing or by electronic mail within two (2) days after your receipt of the confirmation. HTS cannot be held responsible for the price as reported to you if your order was executed at another price. Furthermore, HTS cannot be held responsible for reports of transactions that have not, in fact, occurred. As soon as the error is discovered, the correct information will be reported to you as expeditiously as possible.

It is your responsibility to review upon receipt, all confirmations of transactions. If notification is not received within the specified time, you may not later claim the transaction(s) to be incorrect or unauthorized. HTS reserves the right to determine the validity of your objection. HTS may elect at any time to cease sending confirmations for transactions effected pursuant to a periodic plan or an investment company plan. Periodic plan and investment company plan transactions will be provided in Customer account statements.

- 34. S&P Disclaimer.** S&P data or information, including S&P ratings, (the "S&P Content") is provided only for your personal, individual use and not for any use or for the benefit of any other individual or organization; and redistribution of the S&P Content is prohibited without S&P's consent.

- 35. Worthless and Non-Transferable Securities.** Any securities positions for which (i) we are unable to find a market to conduct a liquidation of the security; (ii) we are unable to find an independent transfer agent employed by the issuer to conduct a stock transfer or (iii) costs involved in the sale of the security are greater than the proceeds generated from the sale, may be given a "worthless" status, at which time a Negative Response Letter will be mailed to you at the last known address on file with HTS with specific instructions set forth therein regarding the worthless securities.

- 36. Access Equals Delivery.** HTS has adopted the "Access Equals Delivery" (AED) model that permits securities issuers and their intermediaries to satisfy their prospectus delivery requirements for certain products by making their prospectus available online on the Internet. To obtain electronic copies of notices, offering documents, and other information for available products please visit the websites listed in the Terms and Conditions section of your Trade Confirmation. Printed copies of the final prospectus related to your transactions are also available upon request.

- 37. Cost Basis Effective January 1, 2011,** as a result of the Energy Improvement and Extension Act of 2008, we report your cost basis, short term and long term capital gain/loss information to the Internal Revenue Service (IRS) after the sale of your securities. HTS will use the First In First Out (FIFO) cost basis default accounting method on all lots sold unless you notify your Financial Professional in writing to use an alternate cost basis accounting method. The current Cost Basis regulations phase in changes to Form 1099 B reporting requirements by security category as follows:

- Effective January 1, 2011 shares of stock in a Corporation inclusive of REITs (Real Estate Investment Trusts), Closed End Funds, American Depository Receipts (ADRs) and Exchange Traded Funds (ETFs).
- Effective January 1, 2012 stock in Open End Funds, Regulated Investment Companies (RICs), and Dividend Reinvestment Plans (DRPs) which are eligible for the alternate average basis accounting method.
- Effective January 1, 2014 less complex debt instruments, options, commodity derivatives or any other financial security identified by the Treasury.
- Effective January 1, 2016 more complex debt instruments.

The IRS requires separate 1099 B Forms to be issued to you if you have sold both “covered” and “noncovered” securities. “Covered” securities are defined as stock acquired for cash after January 1, 2011 which is reportable under the new cost basis rules for the tax year 2011, Open End Funds, DRPs and RICs acquired for cash after January 1, 2012 which is reportable under the new cost basis rules for the tax year 2012, and bonds, options, commodity derivatives or any other financial security identified by the Treasury not covered in the current Cost Basis Regulations for the tax year 2012. “Noncovered” securities are securities acquired for cash prior to the effective date applicable to that security type, and are not subject to cost basis reporting.

In addition to reporting your basis amount for “covered” securities we are required to report whether the transaction results in short term or long term characterization. Short sales are reported in the tax year the short position is closed. We are also required to incorporate wash sale rules in basis calculation for identical securities with the same CUSIP number held in the same account, as well as take into account corporate actions for cost basis reporting effective January 1, 2011.

Effective January 1, 2012 we are required to identify all corporations as either a S Corporation or a C Corporation. In addition, we are required to report 1099 B cost basis information for S Corporations for “covered” securities. Sales proceeds, or amounts reported on the 1099 B for S Corporations are subject to backup withholding if we do not have Form W-9. All corporate accounts are considered as S Corporations until we receive a new W-9, which has a new identification feature for C Corporations and S Corporations, effective January 1, 2012.

Please note that if you own securities which are subject to the 2011 1099 B cost basis reporting rules and you do not want your 1099 B long or short term gain/loss reported using FIFO for a specific security, you must notify your Financial Professional on or before settlement date of the sale of the security as to which tax lot you wish sold.

Please be advised if you currently have standing instructions for the accounting method used for “noncovered” securities, HTS needs new, separate additional standing instructions for the accounting method for your “covered” securities acquired in 2011.

As of 2012, mutual funds and securities subject to a dividend reinvestment program may use cost basis averaging as the accounting method. If we are currently averaging the basis of any of these securities acquired before 2012, we plan to make a single-account election pursuant to the IRS regulations and treat those securities as “covered” securities even though acquired before 2012, unless you instruct us in writing to do otherwise, that is, to use another method of basis calculation for those securities acquired in 2012 or later. If you do not elect otherwise, then upon our making the single-account election, any newly acquired securities will be averaged with the older existing securities, as long as acquired in the same account with the same CUSIP number. Unless you contact your Financial Professional and wish to change this single-account election, it may only be done prospectively. If by 2012, we are not currently averaging any of your mutual funds or stock subject to a dividend reinvestment plan, and your accounting preference is not FIFO, we will require your request for an alternate accounting method to be in writing. You may make the average basis election at any time, effective for sales or other dispositions of stock after you notify your Financial Professional. The election must identify each account you have with us and each stock in that account to which the election applies. The election may specify that it applies to all accounts with us including accounts you subsequently establish with us.

The IRS Cost Basis Regulations can be found on the IRS website with these links:

http://www.irs.gov/irb/2010-47_IRB/pt04.html

<http://edocket.access.gpo.gov/2010/pdf/2010-25504.pdf>

http://www.irs.gov/irb/2013-20_IRB/ar07.html

In addition to the Accounting Method election options, the following elections are available to you:

Currently, Hilltop Securities Inc. defers the Market Discount of fixed income market discount accretion. You may choose to recognize Market Discount over the period you own the bond and include it in your income currently as interest income. If you do not make this choice, the following rules generally apply.

- o When you dispose of a bond, you must treat any gain as ordinary interest income, up to the amount of the accrued market discount.
- o You must treat any partial payment of principal on the bond as ordinary interest income, up to the amount of the accrued market discount.
- o If you borrow money to buy or carry a bond, your deduction for interest paid on the debt is limited.

• Hilltop Securities Inc. defaults to the Constant Yield method for the accretion of Market Discount calculation. You may however choose the Straight Line method for the accretion of the Market Discount calculation. Please refer to the IRS Publication 550.

• You may choose to amortize a taxable bond premium (generally done over the life of the bond). A portion of the premium reduces the amount of interest included in your income. Hilltop Securities Inc. by default amortizes taxable bond premium. Please refer to the IRS Publication 550.

Cost Basis Methods

It is your responsibility to choose the cost basis method appropriate to your tax situation. Failure to select the proper cost basis method may cause you to pay more tax than necessary. HTS does not provide tax advice and encourages you to consult with your tax professional regarding this decision.

Default Cost Basis Methods

We apply the IRS default method for fixed income securities unless you inform us of a preferred method.

We do not issue tax advice as you are responsible for accurately reconciling and reporting the sales of your securities impacted by the new cost basis regulations. If you have additional questions, please seek the advice of your CPA or tax professional.

38. Account Statements. You should carefully examine your account statement as soon as you receive it. If you feel that there is an error on the statement, you must notify HTS immediately in writing, but in no event later than 10 days after the date the statement is first made available to you (e.g., eDelivery, Momentum Client or other means provided by Your Financial Professional), on which the error first appeared. If you fail to receive your statement within a reasonable time after it usually appears, contact HTS promptly. Failure to comply with this notification requirement may bar you from claiming on any error involving your account(s).

In addition, you must notify HTS about any unauthorized activity within ten (10) days after the date the statement is first made available to you (e.g., eDelivery, Momentum Client or other means provided by Your Financial Professional), on which the unauthorized activity first appeared. If you do not alert HTS to the first unauthorized transaction in a series of related unauthorized transactions within such notification period, you may be barred from making a claim for any further activity in an ongoing series of unauthorized transactions.

39. Notices and Other Communications. Notices including, but not limited to, initial and maintenance calls, delivered to the Customer’s address of record or to the email address provided will be deemed to have been personally delivered to the Customer, whether actually received or not. Any notices requiring immediate verbal delivery left for you on your answering machine, or otherwise, will be deemed to have been delivered to you, whether you actually received it or not.

40. Monitoring and Recording Telephone Conversations and Email. HTS reserves the right to monitor and record any or all telephone conversations and electronic communications between you and HTS and any of HTS’ employees or agents.

41. Safeguarding Your Securities. Your assets that remain in HTS’ custody are insured against loss from fire, theft and forgery under mandated insurance programs and protected against business failure under the federally backed SIPC.

42. Securities Industry Protection Corporation (SIPC) and Excess SIPC Coverage. HTS is a member of SIPC, which protects the securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). In addition, HTS has purchased Excess SIPC Insurance which covers the net equity of customers’ accounts up to an aggregate of \$200 million from underwriting syndicates at Lloyd’s of London. This coverage is offered over and above the coverage provided by SIPC. SIPC and Excess SIPC covers accounts of the member firm in the event of a member’s bankruptcy or insolvency. SIPC and Excess SIPC Insurance Coverage do not protect against losses due to market fluctuation or any decline in market value of your securities. An explanatory brochure is available at www.sipc.org or by calling (202) 371-8300.

43. Fees and Charges. You understand that HTS and your Financial Professional may charge commissions and other fees for execution or any other service furnished to you, and you agree to pay such commissions and fees, including all associated collection costs. You acknowledge and agree that such commission rates and fees are determined and set by HTS or your Financial Professional and are subject to change at any time. You agree to pay any applicable fees charged by an electronic communications network (ECN), as well as, all applicable federal, state, local and foreign fees and taxes. A schedule of HTS’ fees is attached as Schedule A.

44. Satisfaction of Indebtedness. Your securities and other property, in any account in which you have an interest, will be subject to a lien for the discharge of any and all indebtedness or any other obligations. All securities and other property of yours will be held by HTS or your Financial Professional as security for the payment of any such obligations or indebtedness in any account that you may have an interest, subject to applicable law. HTS or your Financial Professional may, at any time and without prior notice to you, use and/or transfer any or all securities and other property in any account(s) in which the Customer has an interest.

Further, you agree to satisfy, upon demand, any indebtedness, and to pay any debit balance remaining when the account is closed. Customer account(s) may not be closed without HTS first receiving all securities and other property for which the account is short, and all funds due for all securities and other property in which the account(s) are long. You further agree to reimburse HTS for any and all expenses.

45. Indemnification and Limitation of Liability. You agree to indemnify and hold harmless HTS, and its officers, directors, employees, agents, financial professionals, and representatives (Indemnified Parties), the company through which your independent brokerage firm clears from any and all claims, losses, liabilities, costs, damages, and expenses, including reasonable attorney’s fees, that may be brought, made, or assessed against any Indemnified Parties caused by, arising out of, or resulting from (i) your failure or refusal to follow any directions or instructions from the Indemnified Parties regarding your Accounts, or (ii) the use in any manner by you of the services provided by HTS pursuant hereto, except where such results from the

gross negligence or willful misconduct of the Indemnified Parties. In no event shall the Indemnified Parties be liable to you, or anyone claiming by, under, or through you, or on your behalf, for any indirect, incidental, consequential, or special damages arising from this Customer Agreement.

46. Arbitration Agreement and Disclosures.

The Customer Agreement contains a pre-dispute arbitration agreement clause. By signing an arbitration agreement the parties agree as follows:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING. A PARTY'S ABILITY TO HAVE A COURT 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 WILL TYPICALLY 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 THE CUSTOMER AGREEMENT.

THE CUSTOMER AGREES, AND, BY CARRYING AN ACCOUNT FOR THE CUSTOMER, THE FINANCIAL PROFESSIONAL AGREES, THAT ALL CONTROVERSIES THAT MAY ARISE AMONG THE CUSTOMER, THE FINANCIAL PROFESSIONAL, AND HTS CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT AMONG THE CUSTOMER, THE FINANCIAL PROFESSIONAL AND HTS PERTAINING TO SECURITIES AND OTHER PROPERTY, WHETHER ENTERED INTO PRIOR, ON, OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT BEFORE FINRA OR THE MUNICIPAL SECURITIES RULEMAKING BOARD AND IN ACCORDANCE WITH THE RULES THEN PREVAILING AT THE SELECTED ORGANIZATION. THE CUSTOMER MAY ELECT IN THE FIRST INSTANCE WHETHER ARBITRATION SHALL BE BY FINRA OR THE NYSE, BUT IF THE CUSTOMER FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR BY OVERNIGHT COURIER ADDRESSED TO THE FINANCIAL PROFESSIONAL AT THE FINANCIAL PROFESSIONAL'S MAIN OFFICE, BEFORE THE EXPIRATION OF TEN (10) DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM THE FINANCIAL PROFESSIONAL TO MAKE SUCH ELECTION, THEN THE FINANCIAL PROFESSIONAL MAY MAKE SUCH ELECTION. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. FURTHER, 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 (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 THE CUSTOMER AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

MARGIN DISCLOSURE STATEMENT

This statement is being furnished 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 securities in a margin account, you should carefully review the Margin Agreement provided by your brokerage firm (the Firm). Consult your Financial Professional regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from HTS. If you choose to borrow funds, a margin account will be opened and interest will be charged on amounts borrowed by you from HTS. The securities purchased are 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, HTS or your Financial Professional can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with HTS, 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:

- **Interest on Account Balances.** All balances in the Cash and Margin account types will be net together. If the netting results in a settled debit, debit interest will be charged. If netting results in a settled credit, credit interest will be paid. Interest will be charged on those net debit balances that accrue \$1.00 or greater of interest during the month. Please consult your Financial Professional for additional information.
- **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 HTS to avoid the forced sale of those securities or other securities or assets in your account(s).
- **The Firm or HTS 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 HTS' higher "house" requirements, HTS or your Financial Professional can sell the securities or other assets in any of your accounts held at HTS to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.
- **Your securities or other assets may be sold without contacting you.** Some investors mistakenly believe that HTS or your Financial Professional must contact the customer for a margin call to be valid, and that HTS or your Financial Professional cannot liquidate securities or other assets in customer accounts to meet the call unless HTS or your Financial Professional have contacted customers first. This is not the case. Most firms will attempt to notify customers of margin calls, but firms 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 their financial interests, including immediately selling the securities without notice to the customer.
- **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, HTS or your Financial Professional has the right to decide which security to sell in order to protect HTS' interests.
- **"House" maintenance margin requirements may be increased at any time without advance written notice.** These changes in HTS' policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause HTS or your Financial Professional 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.
- **Please see Schedule A below for additional information regarding HTS' standard margin rates.**

MARGIN & SHORT ACCOUNT AGREEMENT

In consideration for HTS and your Financial Professional opening or maintaining one or more margin accounts on your behalf, you confirm and agree to the following:

1. The terms and provisions of the Customer Agreement apply to accounts of HTS and the Financial Professional/Dealers for which it clears. This provision of the Customer Agreement shall be considered supplementary to the Cash Account Agreement that you have signed. Except as specifically amended by the Customer Agreement, all the terms and conditions set forth in the Cash Account Agreement shall remain effective with respect to your margin account.
2. One of the services provided, is to permit you to maintain a margin account and borrow money on marginable securities using credit extended by HTS. Not all securities are marginable. If you do not know whether the security you plan to purchase is marginable, please consult with your Financial Professional before you make the purchase.
3. A margin account involves HTS extending credit to you based on the marginable securities in your account as collateral. Margin is the amount you pay when you use HTS' credit to purchase a security. At the time that you open a margin account, you must furnish your Financial Professional with the information required for all other accounts, as well as a signed Margin Agreement which contains loan terms and provisions, enabling HTS to pledge or lend securities carried for your account.
4. Margin requirements are twofold. First, there is an initial margin requirement at the time of purchase; and second, there is a minimum margin equity that must be maintained in your account. In most cases, the minimum amount due initially is established by the Federal Reserve Board in accordance with Regulation T. This requirement is expressed as a percentage of the purchase price and it may change from time to time. For example, if the margin requirement is 50%, and you purchase a stock costing \$5,000.00 plus commission, you are only required to deposit 50% of that amount. Under Regulation T, your margin must be deposited into the account by settlement date. The balance due on the purchase will be loaned to you by HTS, and your account will be debited. You are required to pay interest on the amount advanced as you would on any other loan.
5. HTS holds the securities you buy as collateral (unless loaned out as described below) for your debt. Although HTS retains your securities as collateral, you receive credit for all dividends or interest, and you may direct your Financial Professional to sell your stock so long as your account is in good order.
- 6 In addition to the initial margin requirements of the Federal Reserve Board, the NYSE requires a customer opening a margin account to have minimum initial equity of \$2,000 in the account. For example, if your initial purchase of stock costs \$2,400, you will have to deposit \$2,000 rather than \$1,200 which would be required by the Federal Reserve Board (assuming the Regulation T requirement is 50%).
7. The NYSE also sets minimum maintenance requirements. Under present Exchange rules, the margin that must be maintained in an account is 25% of the market value of all securities "long" in the account. The HTS minimum maintenance requirement is 30%. For other securities, such as bonds, there may be a somewhat higher or lower requirement, depending on the security. In

accordance with the terms of the Margin Agreement, HTS can increase the margin maintenance requirement at any time, i.e., in cases where there is a lack of diversification in an account's collateral or a preponderance of low priced or infrequently traded securities. If the equity in your account falls below 30% due to a decline in the market value of your securities, it will be necessary for you to deposit additional marginable securities or make cash payment to reduce your indebtedness.

8. If your equity falls below the minimum maintenance requirement established by HTS, you will usually receive a margin call notice informing you of the additional collateral required to bring your account above the minimum level. Further, if HTS considers it necessary, HTS may require you to immediately deposit cash or collateral into your account prior to any applicable settlement date in order to assure due performance of your open contractual commitments. HTS does not have to grant a customer an extension on a margin call. If you fail to meet a margin call, HTS has the right to force the sale of any or all securities and other property in your account; buy any or all securities and other property which may be short in your account; cancel any or all open orders; and/or close any or all outstanding contracts to meet any obligations to HTS. This is at the discretion of HTS and may be done without further notice to or contact with you. HTS reserves the right to select the securities to be sold.

In addition, market conditions may make it difficult for HTS to send you a margin call. The volatility of the market may require HTS to take immediate action without demand for additional collateral, or prior notice of sale or purchase, or other notice or advertisement, to protect HTS' interests. HTS can unilaterally force the sale of securities in a customer's account at any time without being required to contact the customer. It should be noted that prior notices in the form of a margin call should not be construed as a waiver of HTS' right to take immediate action in your account to protect HTS' interests at some future date, without making a margin call.

9. It is important that you understand the nature of the debit balance in your account and how it is computed. A debit balance represents money that HTS has loaned to you. As previously noted, when you purchase securities on margin, you must pay the amount of money required by Regulation T and the balance of the purchase price is loaned to you by HTS. It is this loan portion which creates the debit balance and upon which interest is charged. Each additional purchase made on margin adds to your debit balance, and any other charge that is assessed against your account (including interest charges) increases your debit balance. It is very important to understand that unlike in a cash account, you can lose more funds than deposited in your account if the value of your investments declines.

All securities which HTS may at any time be holding for you or which may be in HTS' possession are subject to a general lien for the discharge of your indebtedness and other obligations to HTS. This lien is equal to the amount of money that you owe HTS or your Financial Professional.

10. You authorize HTS to lend any securities or other property held by HTS in your margin account and to carry such property in HTS' customer loans. Such property may be pledged, repledged or hypothecated by HTS without notice to you, for equal or greater amounts due to HTS. HTS shall have no obligation to retain a like amount of similar securities or property.
11. HTS may loan out (to itself or others) the securities that collateralize your margin debit. If it does, securities are first loaned to HTS prior to lending to others. You may not receive, with respect to securities that are lent, certain benefits that normally accrue to a securities owner, such as the ability to exercise voting rights, or to receive interest, dividends, or other distributions. The individual or entity to which the securities are lent will accrue these benefits except for cases in which the securities are loaned to and held by HTS and not loaned to another party. If HTS holds the lent securities, you will continue to accrue these benefits. Although you may receive substitute payments in lieu of distributions, these payments may not receive the same tax treatment as actual interest, dividends, or other distributions, and you may therefore incur additional tax liability for substitute payments. HTS may allocate substitute payments by lottery or in any other manner permitted by law, rule, or regulation. Currently, these substitute payments are allocated according to the number of shares an account holds, with the larger accounts receiving payment first. Please note that any substitute payments HTS makes are voluntary and may be discontinued at any time. However, at this point in time, substitute payments have never been discontinued.
12. A short sale is a transaction in which you sell a security that you do not own. HTS borrows the security on your behalf for delivery to the purchaser. Prior approval is required on all short sales. There may be certain costs associated with the securities that HTS borrows on your behalf, and you agree to pay such costs, including all associated collection costs. You acknowledge and agree that such costs are determined by the party from which HTS borrows the security, HTS or your Financial Professional and are subject to change at any time. The credit generated by any short sale does not reduce your debit balance for the purpose of computing interest until the short position is covered, either by delivery of the security or by purchasing it. Always bear in mind that your short credit may be reduced substantially, or possibly lost altogether, when you cover your short credit may be reduced substantially, or possibly lost altogether, when you cover your short position by purchasing the security. There are special margin requirements on a short sale. NYSE rules presently require for maintenance margin on short sales: (i) \$2.50 per share or 100% of the current market value, whichever is greater, of each stock short in the account selling at less than \$5 per share, or, (ii) \$5 per share; or 30% of the current market value, whichever is greater, of each stock short in the account selling at \$5 per share or above.
13. If the security that you sold short appreciates in market price over the selling price, interest will be charged on the appreciation in value. If the security that you sold short depreciates in market price, interest on any debit balance in your account is reduced in relation to the depreciation in value. The daily closing price is used to determine any appreciation or depreciation of the security sold short. This practice is known as "marking-to-the-market".
The annual rate of interest which HTS charges on your debit balance is determined by HTS' cost of borrowing money and other factors. Your rate of interest may be changed without notice. Please see Schedule A below for additional information regarding HTS' standard margin rates.
14. Interest on margin accounts will be charged on the settled margin balance in your account. The annual rate of interest which will be charged on your settled margin balance may vary from the HTS Base Rate, depending on the amount of the settled debit balance in your account. Each day this interest is accumulated into a monthly total. The normal interest period ends on the last business day of the monthly statement cycle. Interest is computed by multiplying the daily debit balance by the daily interest rate (1/360 of the annual interest rate) times the number of days in the interest period. If during any interest period there is a change in interest rates, applicable to your account, separate computations will be made for each interval in which there is a change in the rate during the interest period. When the rate changes during an interest period, a blended rate will be calculated based on the number of days each interest rate is in effect during that period.
15. I acknowledge that I have read, understand, and agree to be bound by the pre-dispute Arbitration Clause contained herein.

OPTION ACCOUNT AGREEMENT

In connection with any transactions in Put and Call options (including combinations of the two) that HTS and/or your Financial Professional may handle, purchase, sell, and/or endorse for your account, you confirm and agree to the following:

1. The terms and provisions of the Customer Agreement apply to accounts of HTS and the Financial Professional/Dealers for which it clears. This provision of the Customer Agreement shall be considered supplementary to the Cash and Margin Agreement(s) (if applicable) that you have signed. Except as specifically amended by the Customer Agreement, all the terms and conditions set forth in the Cash Account Agreement and the Margin & Short Account Agreement shall remain effective with respect to your option account.
2. By signing the Option Agreement, you acknowledge your understanding of the risks involved in dealing in options. Where the term "option" is used, this includes all standardized Put and Call options issued by the Options Clearing Corporation.
3. You acknowledge receipt of the current Options Clearing Corporation Disclosure Document and the Special Statement for Uncovered Option Writers, if applicable, and confirm that all your option transactions are subject to the rules and regulations of the Options Clearing Corporation, the appropriate option exchange, FINRA, and any additional terms and conditions which may be imposed.
4. You agree that acting alone or in concert with others, you will not exceed the position and exercise limits imposed by the Options Clearing Corporation or other regulatory bodies. You further understand that it may be necessary to report your position in a class of options having the same underlying security to the proper regulatory authority, indicating your name, address, and Social Security number.
5. You acknowledge that you have furnished your Financial Professional with your financial information and investment objectives. Should your financial situation or investment objectives change, you will notify your Financial Professional immediately. HTS or your Financial Professional reserve the right to deny, revoke or discontinue option privileges on any account.
6. You acknowledge that HTS or your Financial Professional have the right to determine whether an order is acceptable, as well as, the position limits that HTS or your Financial Professional are prepared to undertake for your account.
7. You acknowledge that both the purchase and sale (writing) of Put and Call options involve a high degree of risk and are not suitable for all investors. You are aware that you should not purchase an option unless you are able to sustain a total loss of the premium (cost of option) and the costs associated with purchasing the option. Further, you are aware that you should not sell (write) an option unless you own the underlying security or are in a position to assume the substantial risks inherent in writing "naked" options. You agree not to hold the financial professional liable for any loss incurred due to the purchase or sale of such securities.
8. You are aware that when you purchase an option, you must pay the full premium and that an option purchase cannot be margined. In addition, there are special margin requirements governing the sale of options with which you will become familiar before commencing an option program. Complete details on the margin requirements for options are available through your Financial Professional.
9. As additional consideration for the opening sale of Call option(s) for your accounts, you agree that you will not sell, during the life of such option(s), the underlying collateralizing securities until such option(s) are closed, exercised, expire, or you have been approved for and have met the collateral requirements established by the financial professional for carrying Uncovered Call options. You also agree that the financial professional, in the financial professional's sole discretion, may refuse any orders to sell such underlying securities which the financial professional receives from you or by means of a "give-up" basis through another financial professional unless, prior to such sale, you have met the collateral requirements established by the financial

professional for carrying Uncovered Call options. The financial professional has the right, at the financial professional's sole discretion, to permit you to apply the proceeds of such sale to collateral requirements.

10. Since option contracts are traded for a specified period of time and have no value upon expiration, you agree to advise your Financial Professional if you wish to enter offsetting transactions by closing out your position or exercising the option prior to the expiration date. Failure to do this may result in the option expiring worthless, even though it might have a monetary value on the expiration date. You understand that you bear full responsibility for taking action to exercise or sell valuable options. In the absence of you notifying the financial professional to exercise a valuable options contract by 3:00 PM, CST, on the last business day prior to expiration date of the options contract, you agree that the financial professional may exercise the options contract on your behalf. This is in no way to be construed as an obligation on HTS' part to sell or exercise such options on your behalf.
11. You acknowledge that you are aware that all short American-style option positions are subject to assignment at any time and that European-style option contracts are only exercisable on the option's date of expiration. Since an American-style option provides an investor a greater degree of flexibility than a European-style option, the premium an American-style option is at least equal to or higher than the premium for a European-style option which otherwise has all the same features.
12. When HTS receives an exercise notice from the Options Clearing Corporation, HTS assigns the notice to a customer who is a writer of an identical option contract. Exercise assignment notices for option contracts are allocated among customer short positions pursuant to a procedure that randomly selects from among all customer short option positions that are subject to exercise. All short options positions are liable for assignment at any time. A more detailed description of HTS' random allocation procedure is available upon request.
13. If an exercise notice is assigned to your account, you must deliver the underlying security to HTS in the case of a Call, and deposit funds or securities with HTS in the case of a Put, sufficient to properly margin the security promptly.
14. I acknowledge that I have read, understand, and agree to be bound by the pre-dispute Arbitration Clause contained herein.

INVESTMENT OBJECTIVES

To ensure that you, the Customer, and HTS have a mutual understanding of the meaning of the investment objective terminology utilized on the New Account Application, the terms and corresponding definitions are contained therein. Please discuss any necessary clarifications of those terms with your Financial Professional.

MUTUAL FUND BREAKPOINT DISCOUNT DISCLOSURE STATEMENT

When investing in mutual funds it is important to understand sales charges, expenses, and management fees, as well as breakpoint discounts. For general information about these fees and discounts, please refer to the Mutual Fund Breakpoint Disclosure Statement located at www.hilltopsecurities.com. To request a copy of this disclosure by mail or fax, please contact your Financial Professional.

MUNICIPAL CLIENT EDUCATION AND PROTECTION

HTS is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Additional information regarding these organizations may be found at www.sec.gov and www.msrb.org. A municipal investor brochure is posted on the website of the Municipal Securities Rulemaking Board that describes the protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority. Registration with the organizations does not imply any endorsement or approval has been granted to HTS.

SCHEDULE A: COMMISSIONS AND OTHER FEES

Your Financial Professional will set the commissions or miscellaneous fees, if any, to be charged to you on security transactions reflected on your confirmation. You should consult your Financial Professional for details of his commission charges. Commission and fees are subject to change without notice. Please contact your Financial Professional with any questions. Additional fees may apply.

Interest: HTS reserves the right to charge interest on: (i) payments to you before the settlement date on securities; (ii) payments to you for securities sold where good delivery of securities has not been made; and (iii) on debit balances where payment has not been received from you on or before the settlement date on securities purchased.

The fee schedule below lists the fees that your Financial Professional may be charged by Hilltop Securities Inc. Your Financial Professional may have different fees and charges, and your Financial Professional should disclose those to you in writing.

MONEY MARKET	
Vision Check - Reorders	\$15
Vision Check - Rush Orders	\$22.50
Vision Check - Stop Payment	\$25
Vision Check - Returned Check	\$25
Vision Check - Photocopy of canceled check	\$10
Vision Check Writing Termination	\$25
Visa Platinum Debit Card - Annual Fee	\$50
ACCOUNT TRANSFER/DELIVERIES BETWEEN BROKER DEALERS OR OTHER AGENTS/MUTUAL FUND COMPANIES	
Account Transfer Fee (ACAT)	\$100
Account Transfer Fee (Non-ACAT)	\$150
Delivery of Book Entry Securities (Per Issue)	\$25
Receipt/Delivery of Foreign Securities	\$100
GENERAL	
Wire Transfer - US Bank	\$20
Wire Transfer - Foreign Bank	\$50
Prepay Fee	\$20
Cleared Check Copy	\$20
Stop Payment	\$25
Returned Deposit Item	\$35
Returned Outgoing Wire Transfer Fee	\$25
Accommodation Fee	\$25
DELIVERIES - MINIMUM FEES	
Regular Next Day	\$25
Priority Next Day	\$30
Saturday Delivery	\$40
Foreign Address	\$60
USPS Priority Mail	\$6
CERTIFICATES, DRS, DWAC, W/T & PROCESSING	
Low-Priced/Large Quantity Review/Processing Fee	\$300*
Legal Transfer Fee	\$50*
Non-Equity Physical Processing Fee	\$150*

Non-DTCC Eligible Receipt/Delivery	\$100*
RVP/DVP Fee	\$50*
Certificate Handling Fee	\$50
DRS Deposit/Withdrawal	\$50*
DWAC Deposit/Withdrawal	\$75*
Exercising Employee Stock Options	\$50*
Canadian Deposit	\$150*
Foreign Deposit	\$250*
Canadian Settlement	\$50*
Foreign Settlement	\$100*
Transfer Agent Fee	Pass through fees*
DTCC Deposit	\$12
DTCC Legal Deposit	\$50
DTCC Withdrawal by Transfer	\$500
DTCC/TA Reject	\$125
DTCC DRS Reject	\$75
DTCC New York Window Settlement	\$50*
DTCC Envelope Settlement Service	\$35
OTHER FEES	
Customer Research or Document Reproduction Fee	\$25 per hour
Annual Safekeeping Fee	\$50 per position
Bond Fees (Purchase or Sale)	\$5 for T-Bills and \$15 for T- Notes, T-Bonds and other Government Instruments
Redemption / Termination	\$25
Corporate Action Deposits	\$90
Corporate Action Physical Certificates	\$6*
Foreign Tax Elections	\$50
Mandatory Corporate Action	\$10 per event
Mutual Fund Positions Networking Fee	\$50
Mutual Fund Transaction Fee	Service fees may be charged
Option Reporting Fee	\$0.04 per contract
Private Placement /Limited Partnership Annual Safekeeping fee	\$100
Private Placement /Limited Partnership Re-registration of any kind	\$75
Private Placement /Limited Partnership Transfer in Purchase and Sale	\$75
Voluntary Corporate Action Instruction	\$50 per instruction
IRA	
Annual Fee	\$45
Account Termination	\$50
OTHER RETIREMENT ACCOUNTS	
Qualified Plans	\$250 Primary Annual
DOCUMENT DELIVERY FEE	
*Pass through fees may include, but are not limited to, charges from DTCC, transfer agents, third party custodians and foreign exchanges.	
The HTS Margin Base Rate is:	9.24+

HILLTOP SECURITIES INC. BUSINESS CONTINUITY PLANNING DISCLOSURE

Hilltop Securities Inc., (“HTS”), provides services using computer systems and financial relationships. The events of September 11, 2001 emphasized the importance of the capital markets to our economy. As a result, we have been working to improve our responses to various situations that have the potential to impact our ability to serve you. This disclosure document is designed to provide you with information on how we have approached and/or plan to approach various situations that we may encounter.

Overview of Hilltop Securities Inc.

Hilltop Securities Inc., a Member Firm of the New York Stock Exchange, is a full-service brokerage firm providing customers with execution services on all major exchanges and access to all major markets. In addition, HTS performs, as agent, certain execution and clearing functions for independent brokerage firms. These functions are provided primarily in Dallas, Texas with various financial professional, trading, stock-loan and investment banking offices located in other locations in the United States.

HTS uses various mission critical systems to provide these services to our customers. These systems are housed at one of our data centers, one of our SBD offices, or at a third party service provider, exchange or utility.

Our business continuity planning (“BCP”) first insures the safety and security of our employees. The events of 9/11 emphasized the unique skill sets of personnel who work in our industry and the need to put their safety first so that after an interruption they are available to continue serving our customers. In addition to protecting our personnel, our BCP and daily operations are focused on preserving our critical firm and customer data through regular backups which are moved offsite either via media and/or real time and near real time electronic copies of our data at remote locations. In 1996 we added a second data center in one of the suburbs of Dallas which houses our backup hardware/software, real time data copies and back office recovery space. We have constructed high bandwidth networks between our two data centers allowing us to utilize the resources of both centers during normal production, as well as facilitating the real time movement of data from the primary data servers to the backup data servers. Finally, our industry is heavily interconnected with data connections ranging from dial-up modem communication, dedicated private lines, frame relay technology and, in many cases, the Internet through encrypted sessions. Where mission critical systems are involved, we have installed, where possible, redundant connections to the exchanges, utilities and counterparties involved.

Business Continuity Planning Response Scenarios

The details of our BCP are proprietary and contain information which is confidential and in many cases potentially harmful to HTS and our customers if publicly available. The following series of event scenarios are presented to disclose to you our planned approach for dealing with a variety of hypothetical Significant Business Disruptions (“SBD’s”), but based on the number of variables present in each situation, HTS can’t guarantee we will follow these plans.

Scenario: An event occurs that, like 9/11, causes the complete shutdown of securities trading, clearance/ settlement or other banking services nationwide. (Impact: Nationwide) HTS plans to continue business during this type of event and will await the reopening of the affected institutions. Unless a securities industry holiday is declared, we plan to be open each business day until full functionality is restored. The recovery time in this scenario will be dependent on the timing specified by the impacted organizations. We plan to be ready to open when they reopen.

Scenario: A specific exchange is unable to trade. (Impact: Nationwide) HTS plans to continue business during this type of event and will route its order flow away from that exchange to alternative exchanges for the securities that exchange trades. Our recovery time objective for this scenario is less than one hour.

Scenario: One of our major telecommunications vendors loses a key central office or service offering. (Impact: Nationwide and/or firm only) HTS plans to continue business during this type of event and will use alternative dialing plans (e.g. placing/receiving local calls through a long distance vendor different from the failed vendor), backup lines from a different vendor for mission critical data applications (e.g. use the Sprint backup connection to an exchange when AT&T is down). Our planned recovery time objective is less than four hours.

Scenario: The power grid (ERCOT) that serves the majority of our Texas locations is down. (Impact: Regional) HTS plans to continue business during this type of event and will utilize the backup generators that are located at both the primary data center location and the backup data center location to power our operations during the outage. Where necessary, we will relocate personnel among our facilities to compensate for any workspace outages. Our planned recovery time objective for power to our data centers from the backup generators is less than fifteen minutes. If we are required to activate our business resumption space for operations recovery, the planned recovery time objective is four hours for mission critical functions.

Scenario: Our headquarters location is closed. (Impact: Single building, city wide, business district) HTS plans to continue business during this type of event and will transfer its mission critical activities to the backup data center and our other offices and affiliate offices. Assuming no access to and no power to the building, the planned recovery time objective for mission critical activities is four hours. Our planned recovery times for business resumption may be negatively impacted by the unavailability of external resources and other circumstances beyond our control. In the event of a significant business disruption, Hilltop Securities Inc. will supply additional information at 866-SWS-5BCP (866-797-5227).

Scenario: Your Financial Professional/Dealer firm which clears through Hilltop Securities Inc. experiences a significant business disruption and cannot be contacted. HTS has set up operational procedures to assist the clients of Financial Professional/Dealers for which we clear. For more information please go to www.hilltopsecurities.com.

Updates to this disclosure

As we continue to test our plans and as conditions in our firm and the industry change, we will continuously revise the plans as considered necessary. Whenever we update this disclosure document we will promptly place a copy of it on our website. You may request a hard copy of this disclosure in its current revision be sent to you at any time by mail.

Hilltop Securities Inc.
717 N. Harwood Street, Suite 3400
Dallas, TX 75201
Member NYSE, FINRA, SIPC

COLONIAL SECURITIES PRIVACY POLICY

We consider our relationship with our clients our most important asset. We understand your concerns about guarding personal information about you and your account. We want to assure you that we have taken steps, and will continue to take steps, to safeguard that information. This Privacy Policy describes how we collect and protect your personal and financial information.

Information We Collect

We collect non-public information about you from the following sources:

- Information gathered from new account application forms, such as your name, address, social security number, assets, income and telephone numbers;
- Information from your account activity, including your account balances, trading activity and payment history;
- Information from consumer credit reporting agencies, such as Experian and Equifax;
- Information from other outside sources verifying the information you supplied on the new account application, such as employment history and bank accounts.

Information We Disclose and To Whom We Disclose

We believe that all our clients value their privacy, so we will not disclose any non-public personal information about our customers or former customers to anyone. Under limited circumstances, we may disclose information, as permitted or required by law to:

- Nonaffiliated companies that work for us necessary in servicing your account. These companies include those who prepare statements of your account and transaction confirmations;
- Governmental and regulatory agencies such as the Securities and Exchange Commission (SEC) and the Internal Revenue Service (IRS). We will make disclosures to comply with a legal summons, court order, subpoena or similar legal process, a fraud investigation, audit or examination.

Confidentiality and Security Procedures

Colonial Securities will internally safeguard your non-public personal information by restricting access to only those employees who provide services to you or those who need access to your information to service your account. In addition, we will maintain physical, electronic and procedural safeguards that meet or exceed federal and/or state standards to guard your non-public personal information.

Colonial Securities, Inc. Business Continuity Plan

We have 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.

Contacting Us – If after a significant business disruption you cannot contact us as you usually do at (212) 964-6504, you may call our alternative emergency number (917) 838-8368. Please do not call our alternative number unless you truly believe that our business has been interrupted. If you cannot access us through either of those means, you may call our clearing firm, Hilltop Securities, Inc. directly. You will be able to enter transactions through them and have access to your funds and securities. The contact information will be updated on our website, <http://www.colonialsecurities.com>

Our Business Continuity Plan – We plan to quickly recover and resume business operations after a significant business disruption and respond by first safeguarding our employees and then safeguarding our 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 addresses: data backup and recovery; mission critical systems; financial and operational assessments; alternative communications with customers, employees, our clearing firm and regulators; alternate physical locations of employees; critical supplier, contractor, bank and counter-party impact, if any; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, our clearing firm is also required to have, and has, a plan to restore its own operations, be able to complete existing transactions and accept new transactions and payments promptly. Your orders and requests for funds and securities could be delayed during this period.

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 when needed and expect to recover and resume business as quickly as possible. In a disruption affecting our business district, city, or region, we would probably transfer our operations to a site outside the affected area, and recover and resume business promptly. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, our customers will be able to access their funds and securities by simply contacting our clearing firm.

For more information – If you have any questions about our business continuity planning, feel free to call us.

Margin Disclosure Statement

Your brokerage firm is 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 your firm. Consult your firm regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from your brokerage firm. If you choose to borrow funds from your firm, you will open a margin account with the firm. The securities purchased are the 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, the firm 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 the firm that has made the loan to avoid the forced sale of those securities or other securities or assets in your account(s).
- The firm 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 the firm's higher "house" requirements, the firm can sell the securities or other assets in any of your accounts held at the firm to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.
- The firm 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 the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm 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 the customer.
- 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, the firm has the right to decide which security to sell in order to protect its interests.
- The firm 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 the member 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.

Truth In Lending

To the customers of Colonial Securities, Inc.,

When you buy securities on margin, or enter into short sales or short options, you are borrowing for part of your securities transaction. This document is provided to you pursuant to Truth In Lending Rule (SEC Rule 10b-16) by Colonial and its clearing firm (Hilltop Securities, Inc.) regarding charges for any credit that either firm may extend to you in connection with your brokerage accounts.

1. Cash Account Only:

If you have cash accounts only, Hilltop charges you interest on proceeds of sales, which are paid to you prior to the settlement date at the rates listed below in the Interest Rate Table. Interest will also be charged on any late payments of purchases made in your account. These rates are subject to change without notice in accordance with any change in the broker call loan rate.

2. Margin and Other Account Types:

If you have account types other than cash accounts, you will be charged interest on any credit extended to or maintained for you for the purpose of purchasing, carrying or trading in any security. Interest will also be charged on any late payments of purchases made in your account. The rate of interest will be based on the size and net debit balance during the interest period. The rates are subject to revision without notice in accordance with any changes in the broker call loan rate as published in the Wall Street Journal. When your interest rate is to be increased for any other reason, written notice will be given to you at least 30 days prior to such increase taking effect.

INTEREST RATE TABLE

<u>Average Debit Balance</u>	<u>Interest Rate</u>
\$100,000 and above	3.65% above broker call loan rate
\$50,000 - \$99,999	4.15% above broker call loan rate
\$25,000 - \$49,999	4.65% above broker call loan rate
\$15,000 - \$24,999	4.90% above broker call loan rate
Below \$15,000	5.15% above broker call loan rate

The method of computing interest will be as follows: Interest is computed on a daily basis on the net debit balance during the interest period. In general, the interest period runs from the 1st to the 31st of the current month. To compute your interest for such period it will be necessary to use the current month end statement as follows: take the debit balance on the 1st day of the month, each day add to it any debits appearing on your statement and subtract any credits to determine the day's debit balance; multiply each day's debit balance by the interest rate and by the fraction 1/360. The interest charged during the interest period is the total of the daily charges so computed. Your monthly statements will show the opening and closing debit balances.

If, during any interest period, the movement of call money rates requires a change in interest rates, separate charges will be shown for each change utilizing the different rates. Any adjustment of interest charged in the prior period will be posted as a regular entry on your account statement

with a notation "Int. Adjustment Prior Period" and a description of the amount and the dates during the period that were affected.

Any credit balances generated by short sales (including shorts vs. the box) will not reduce your debit balance for the purpose of computing margin or debit interest.

All positions that have been sold short will be marked to the market. If the value of these short positions decreases in value, any margin debit will be reduced accordingly. If the value of these short positions increases in value, any margin debit will be increased accordingly. Marking to the market is done weekly or more frequently as needed.

If there is a debit in the cash account and there is a margin account, interest will be calculated on the debit balances in the cash account and charged to the margin account.

Free credit balances in all account types (except short accounts) which you may have with us, will be set off against debit balances.

In addition to interest on debit balances, interest at the foregoing rates will be charged on the proceeds of sales paid to you prior to the settlement date and on late payments, including those in cash accounts.

All securities in all of your accounts are collateral for any debit balances, i.e., for any balances owed by you. A lien is created by those debits to secure the amount of money owed by you. This means that securities in your accounts can be sold to reduce or liquidate entirely any debit balances in your account, as is authorized in the Margin Agreement covering margin accounts.

In connection with margin accounts, if there is a decline in the market value of your securities, which are collateral for your debits, you may be required to post additional margin. Ordinarily, a request for additional margin will be made when the equity in the margin account falls below our or our clearing firm's margin maintenance requirements, which may change from time to time without notice. We retain the right to require additional margin anytime we deem it desirable, and these margin calls can be met by delivery of cash or additional securities.

If you desire any further information concerning the foregoing, please contact your account representative.

Extended Hours Trading Risk Disclosure

You should consider the following points before engaging in extended hours trading. Extended hours trading means trading outside of regular trading hours. Regular trading hours generally means the time between 9:30 a.m. and 4:00 p.m. Eastern Standard Time. Please keep in mind that only limit orders are accepted during Extended Hours Trading sessions. Also, only orders on equities are allowed.

Allowable Order Types. Extended hours trades must be placed as a limit order. Due to the illiquid nature of extended hour markets, market orders are not accepted.

Eligible Securities. Extended Hours Trading is provided only in stocks listed on a national exchange and NASDAQ. Extended hours trades for pink sheet stocks, bulletin board stocks, or options are not accepted.

Risk of Lower Liquidity. Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular market hours. As a result, your order may only be partially executed, or not at all.

Risk of Higher Volatility. Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular market hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price in extended hours trading than you would during regular market hours.

Risk of Changing Prices. The prices of securities traded in extended hours trading may not reflect the prices of either at the end of regular market hours, or upon the opening the next morning. As a result, you may receive an inferior price in extended hours trading than you would during regular market hours.

Risk of Unlinked Markets. Depending on the extended hours trading system or the time of the day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.

Risk of News Announcements. Normally, issuers make news announcements that may affect the price of their securities after regular market hours. Similarly, important financial information is frequently announced outside of regular market hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of the security.

Risk of Wider Spreads. The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.



Mutual Funds Breakpoint Discounts Disclosure Statement

Before investing in mutual funds, it is important that you understand the sales charges, expenses, and management fees that you will be charged, as well as the breakpoint discounts to which you may be entitled. Understanding these charges and breakpoint discounts will assist you in identifying the best investment for your particular needs and may help you reduce the costs of your investment. This disclosure document will give you general background information about these charges and discounts. However, sales charges, expenses, management fees, and breakpoint discounts vary from mutual fund to mutual fund. Therefore, you should discuss these issues with your financial advisor and review each mutual fund's prospectus and statement of additional information, which are available from your financial advisor, to get the specific information regarding the charges and breakpoint discounts associated with a particular mutual fund.

Sales Charges

Investors that purchase mutual funds must make certain choices, including which funds to purchase and which class share is most advantageous. Each mutual fund has a specified investment strategy. You need to consider whether the mutual fund's investment strategy is compatible with your investment objectives. Additionally, most mutual funds offer different share classes. Although each share class represents a similar interest in the mutual fund's portfolio, the mutual fund will charge you different fees and expenses depending upon your choice of share class. As a general rule, Class A shares carry a "front-end" sales charge or "load" that is deducted from your investment at the time you buy fund shares. This sales charge is a percentage of your total purchase. As explained below, many mutual funds offer volume discounts to the front-end sales charge assessed on Class A shares at certain pre-determined levels of investment, which are called "breakpoint discounts." In contrast, Class B and C shares usually do not carry any front-end sales charges. Instead, investors that purchase Class B or C shares pay asset-based sales charges, which may be higher than the charges associated with Class A shares. Investors that purchase Class B and C shares may also be required to pay a sales charge known as a contingent deferred sales charge when they sell their shares, depending upon the rules of the particular mutual fund.

Breakpoint Discounts

Most mutual funds offer investors a variety of ways to qualify for breakpoint discounts on the sales charge associated with the purchase of Class A shares. In general, most mutual funds provide breakpoint discounts to investors who make large purchases at one time. The extent of the discount depends upon the size of the purchase. Generally, as the amount of the purchase increases, the percentage used to determine the sales load decreases. In fact, the entire sales charge may be waived for investors that make very large purchases of Class A shares. Mutual fund prospectuses contain tables that illustrate the available breakpoint discounts and the investment levels at which breakpoint discounts apply. Additionally, most mutual funds allow investors to qualify for breakpoint discounts based upon current holdings from prior purchases through "*Rights of Accumulation*," and future purchases, based upon "*Letters of Intent*." This document provides general information regarding *Rights of Accumulation* and *Letters of Intent*. However, mutual funds have different rules regarding the availability of *Rights of Accumulation* and *Letters of Intent*. Therefore, you should discuss these issues with your financial advisor and review the mutual fund prospectus to determine the specific terms upon which a mutual fund offers *Rights of Accumulation* or *Letters of Intent*.

1. *Rights of Accumulation* – Many mutual funds allow investors to count the value of previous purchases of the same fund, or another fund within the same fund family, with the value of the current purchase, to qualify for breakpoint discounts. Moreover, mutual funds allow investors to count existing holdings in multiple accounts, such as IRAs or accounts at other broker-dealers, to qualify for breakpoint discounts. Therefore, if you have accounts at other broker-dealers and wish to take advantage of the balances in these accounts to qualify for a breakpoint discount, you must advise your financial advisor about those balances. You may need to provide documentation establishing the holdings in those other accounts to your financial advisor if you wish to rely upon balances in accounts at another firm.

In addition, many mutual funds allows investors to count the value of holdings in accounts of certain related parties, such as spouses or children, to qualify for breakpoint discounts. Each mutual fund has different rules that govern when relatives may rely upon each other's holdings to qualify for breakpoint discounts. You should consult with your financial advisor or review the mutual fund's prospectus or statement of additional information to determine what these rules are for the fund family in which you are investing. If you wish to rely upon the holdings of related parties to qualify for a breakpoint discount, you should advise your financial advisor about these accounts. You may need to provide documentation to your financial advisor if you wish to rely upon balances in accounts at another firm.

Mutual funds also follow different rules to determine the value of existing holdings. Some funds use the current net asset value (NAV) of existing investments in determining whether an investor qualifies for a breakpoint discount. However, a small number of funds use the historical cost, which is the cost of the initial purchase, to determine eligibility for breakpoint discounts. If the mutual fund uses historical costs, you may need to provide account records, such as confirmation statements or monthly statements, to qualify for a breakpoint discount based upon previous purchases. You should consult with your financial advisor and review the mutual fund's prospectus to determine whether the mutual fund uses either NAV or historical costs to determine breakpoint eligibility.

2. *Letters of Intent* – Most mutual funds allow investors to qualify for breakpoint discounts by signing a Letter of Intent, which commits the investor to purchasing a specified amount of Class A shares within a defined period of time, usually 13 months. For example, if an investor plans to purchase \$50,000 worth of Class A shares over a period of 13 months, but each individual purchase would not qualify for a breakpoint discount, the investor could sign a Letter of Intent at the time of the first purchase and receive the breakpoint discount associated with \$50,000 investments on the first and all subsequent purchases. Additionally, some funds offer retroactive Letters of Intent that allow investors to rely upon purchases in the recent past to qualify for a breakpoint discount. However, if an investor fails to invest the amount required by the Letter of Intent, the fund is entitled to retroactively deduct the correct sales charges based upon the amount that the investor actually invested. If you intend to make several purchases within a 13 month period, you should consult your financial advisor and the mutual fund prospectus to determine if it would be beneficial for you to sign a Letter of Intent.

As you can see, understanding the availability of breakpoint discounts is important because it may allow you to purchase Class A shares at a lower price. The availability of breakpoint discounts may save you money and may also affect your decision regarding the appropriate share class in which to invest. Therefore, you should discuss the availability of breakpoint discounts with your financial advisor and carefully review the mutual fund prospectus and its statement of additional information, which you can get from your financial advisor, when choosing among the share classes offered by a mutual fund. If you wish to learn more about mutual fund share classes or mutual fund breakpoints, you may wish to review the investor alerts available on the FINRA website. See [Understanding Mutual Fund Classes](#), [Mutual Fund Breakpoints: Are You Owed a Refund?](#), [Mutual Fund Breakpoints: A Break Worth Taking](#) or visit the many mutual fund websites available to the public.



SEC

OFFICE of INVESTOR
EDUCATION and ADVOCACY

Investor Bulletin: Exchange-Traded Funds (ETFs)

The SEC's Office of Investor Education and Advocacy is issuing this Investor Bulletin to educate investors about exchange-traded funds ("ETFs").

This Investor Bulletin discusses **only** ETFs that are registered as open-end investment companies or unit investment trusts under the Investment Company Act of 1940 (the "1940 Act"). It does **not** address other types of exchange-traded products that are **not** registered under the 1940 Act, such as exchange-traded commodity funds or exchange-traded notes.

The following information is general in nature and is not intended to address the specifics of your financial situation. When considering an investment, make sure you understand the particular investment product fully before making an investment decision.

What is an ETF?

ETFs are a type of exchange-traded investment product that must register with the SEC under the 1940 Act as either an open-end investment company (generally known as "funds") or a unit investment trust.

Since the first domestically offered ETF was created in the 1990s, ETFs have become increasingly popular as investment vehicles for both retail and institutional investors. Like mutual funds, ETFs offer investors a way to pool their money in a fund that makes

investments in stocks, bonds, or other assets and, in return, to receive an interest in that investment pool. Unlike mutual funds, however, ETF shares are traded on a national stock exchange and at market prices that may or may not be the same as the net asset value ("NAV") of the shares, that is, the value of the ETF's assets minus its liabilities divided by the number of shares outstanding.

Initially, ETFs were all designed to track the performance of specific U.S. equity indexes; those types of index-based ETFs continue to be the predominant type of ETF offered and sold in the United States. Newer ETFs, however, also seek to track indexes of fixed-income instruments and foreign securities. In addition, newer ETFs include ETFs that are actively managed – that is, they do not merely seek to passively track an index; instead, they seek to achieve a specified investment objective using an active investment strategy.

Certain ETFs can be relatively easy to understand. Other ETFs may have unusual investment objectives or use complex investment strategies that may be more difficult to understand and fit into an investor's investment portfolio. For example, "[leveraged ETFs](#)" seek to achieve performance equal to a multiple of an index after fees and expenses. These ETFs seek to achieve their investment objective on a daily basis only, potentially making them unsuitable for long-term investors.

Things to Consider before Investing in ETFs

ETFs are not mutual funds. Generally, ETFs combine features of a mutual fund, which can be purchased or redeemed at the end of each trading day at its NAV per share, with the intraday trading feature of a closed-end fund, whose shares trade throughout the trading day at market prices. Intraday trading is described in greater detail below in the section on **NAV and Intraday Value**.

Unlike with mutual fund shares, retail investors can only purchase and sell ETF shares in market transactions. That is, unlike mutual funds, ETFs do not sell individual shares directly to, or redeem their individual shares directly from, retail investors. Instead, ETF sponsors enter into contractual relationships with one or more financial institutions known as “Authorized Participants.” Authorized Participants typically are large broker-dealers. Only Authorized Participants are permitted to purchase and redeem shares directly from the ETF, and they can do so only in large aggregations or blocks (*e.g.*, 50,000 ETF shares) commonly called “Creation Units.”

To purchase shares from an ETF, an Authorized Participant assembles and deposits a designated basket of securities and cash with the fund in exchange for which it receives ETF shares. Once the Authorized Participant receives the ETF shares, the Authorized Participant is free to sell the ETF shares in the secondary market to individual investors, institutions, or market makers in the ETF.

The redemption process is the reverse of the creation process. An Authorized Participant buys a large block of ETF shares on the open market and delivers those shares to the fund. In return, the Authorized Participant receives a pre-defined basket of individual securities, or the cash equivalent.

Other investors purchase and sell ETF shares in market transactions at market prices. An ETF’s market price typically will be more or less than the fund’s NAV per share. This is because the ETF’s market price

fluctuates during the trading day as a result of a variety of factors, including the underlying prices of the ETF’s assets and the demand for the ETF, while the ETF’s NAV is the value of the ETF’s assets minus its liabilities, as calculated by the ETF at the end of each business day. An ETF’s market price is generally kept close to the ETF’s end-of-day NAV because of the arbitrage function inherent to the structure of the ETF. This is described in greater detail below in the section on **Arbitrage**.

Some Differences between ETFs and Mutual Funds

Some differences between ETFs and mutual funds include:

- Because of differences in distribution and often lower transaction costs, total operating expense ratios for ETFs often have been historically less than those for corresponding mutual funds.
- Many ETFs will disclose to the public their holdings every day, in addition to the quarterly disclosure required for all mutual funds.
- ETFs can be more tax efficient than mutual funds because ETF shares generally are redeemable “in-kind.” This means that an ETF may deliver specified portfolio securities to Authorized Participants who are redeeming Creation Units instead of selling portfolio securities to meet redemption demands, which could otherwise result in taxable gains to the ETF. Typically, such taxable gains (if not otherwise offset by the ETF) would be passed through to the retail investor. Very generally, the federal income tax consequences of investing in ETFs and mutual funds are comparable. However, the SEC does not provide tax advice, and information about the federal income tax consequences to the retail investor of specific investments is beyond the scope of this bulletin. For questions regarding the tax implications of investments in specific ETFs and their consequences with respect to your unique situation, please consult your tax adviser. For more information about the federal income tax consequences of registered investment companies generally, please see our publication entitled

“[Mutual Funds: A Guide for Investors](#),” also available at <http://www.sec.gov/investor/pubs/sec-guide-to-mutual-funds.pdf>.

Certain Regulatory Requirements

Regulatory requirements include:

- As investment companies, ETFs are subject to the regulatory requirements of the federal securities laws as well as certain exemptions that are necessary for ETFs to operate under those laws. Together, the federal securities laws and the relevant exemptions apply requirements that are designed to protect investors from various risks and conflicts associated with investing in ETFs.
- For example, ETFs, like mutual funds, are subject to statutory limitations on their use of leverage and transactions with affiliates. ETFs also are subject to specific reporting requirements and disclosure obligations relating to investment objectives, risks, expenses, and other information in their registration statements and periodic reports.
- In addition, ETFs are subject to oversight by boards of directors.

NAV and Intraday Value

An ETF (like a mutual fund) must calculate its NAV (the value of all its assets minus all its liabilities) every business day, which is done typically at the close of the New York Stock Exchange.

Approximately every 15 seconds throughout the business day, an ETF’s estimated NAV is calculated and distributed through quote services. This estimated NAV (called the IIV – for intraday indicative value – or IOPV – for intraday operative value – depending on the exchange on which the ETF lists) is unique to ETFs and is based on the estimated value of the ETF’s holdings (minus its liabilities) throughout the trading day.

You can find an ETF’s intraday value on various financial services websites, many of which are familiar to the general public. Often an ETF’s intraday value

may be found by searching the ETF’s ticker symbol followed by “.IV”; however this will vary depending on the service used. You should check with the financial service to find out how it makes an ETF’s intraday value available.

Premiums and Discounts

For a variety of reasons, an ETF’s market price may trade at a premium or a discount to its underlying value. When an Authorized Participant identifies that an ETF’s shares are trading at either a premium or discount to their estimated net asset value, it may engage in trading strategies that are expected to result in the market price of an ETF’s shares moving back in line with its underlying value. As noted below in more detail, these actions by Authorized Participants, commonly described as “arbitrage opportunities,” are designed to keep the market-determined price of an ETF’s shares close to its underlying value. The premiums and discounts for specific ETFs may vary over time. Information about an ETF’s historical premiums and discounts can be found either in the ETF’s full prospectus or on its website.

Arbitrage

Arbitrage is the practice of taking advantage of a price differential between two or more markets. An arbitrage opportunity is inherent in the ETF structure because the ETF’s intraday market price fluctuates during the trading day. Due to this fluctuation, the ETF’s intraday market price may not equal the ETF’s end-of-day NAV. Authorized Participants can arbitrage this difference (and make a profit) because they can trade directly with the ETF at NAV as well as on the market. The expected result of the arbitrage activity is that the market value of the ETF moves back in line with the ETF’s NAV per share and investors are able to buy ETF shares on an exchange at a price that is close to the ETF’s NAV per share.

Types of ETFs

Index-Based ETFs

Most ETFs trading in the marketplace are index-based ETFs. These ETFs seek to track a securities index like the S&P 500 stock index and generally invest primarily in the component securities of the index. For example, the SPDR, or “spider” ETF, which seeks to track the S&P 500 stock index, invests in most or all of the equity securities contained in the S&P 500 stock index. Some, but not all, ETFs may post their holdings on their websites on a daily basis.

Increasingly, ETFs are based on indexes that are designed to track specific market sectors. Thus, an ETF may be based on an index specifically designed to meet the ETF sponsor’s customers’ interests. Generally, although some information about the index (including, for some, the methodology used to determine what securities will be included in the index) is available, the specific component securities making up the index may or may not be.

Leveraged, inverse, and inverse leveraged ETFs may be considered by some to be index-based ETFs because they seek to deliver daily returns that are multiples (or inverse multiples) of the performance of the index or benchmark they track. For more detailed information regarding these types of ETFs, please see our Investor Alert on [Leveraged and Inverse ETFs: Specialized Products with Extra Risk for Buy-and-Hold Investors](#), also available at <http://www.sec.gov/investor/pubs/leveragedetfs-alert.htm>.

In addition, like index-based mutual funds, ETFs with seemingly similar benchmarks can actually be quite different and can deliver very different returns. For example, the S&P 500 is capitalization weighted, meaning the larger companies make up a much higher percentage of the index than the smaller companies. However, some ETFs will track an S&P 500-styled index that is equal-weighted, meaning all the companies have equal representation on the index,

irrespective of the size of the company. Although these two benchmarks may seem similar, they provide very different returns.

Actively Managed ETFs

Actively managed ETFs are not based on an index. Instead, they seek to achieve a stated investment objective by investing in a portfolio of stocks, bonds, and other assets. Unlike with an index-based ETF, an adviser of an actively managed ETF may actively buy or sell components in the portfolio on a daily basis without regard to conformity with an index. Actively managed ETFs are required to publish their holdings daily. Because there is no index that can serve as a point of reference for an actively managed fund’s holdings, publishing the specific holdings allows the arbitrage mechanism to function. As explained above in the section on **Arbitrage**, this arbitrage mechanism generally keeps the market price of the ETF shares close to their NAV.

Final words

Before investing in an ETF, you should read both its summary prospectus and its full prospectus, which provide detailed information on the ETF’s investment objective, principal investment strategies, risks, costs, and historical performance (if any). The SEC’s EDGAR system, as well as Internet search engines, can help you locate a specific ETF prospectus. You can also find prospectuses on the websites of the financial firms that sponsor a particular ETF, as well as through your broker.

Be sure to do your research before purchasing an ETF. Before purchasing an ETF, you may wish to think about:

- How the ETF achieves its stated objectives and whether those objectives are consistent with your goals.
- Whether the risks associated with a particular ETF are within your tolerance for risk.

- The amount of brokerage commissions you may pay when buying and selling ETF shares.
- The other costs of owning an ETF, such as annual operating fees and expenses, and to what extent those fees have historically affected, and may affect, the ETF's performance.
- Whether your investment needs are better served by investing in an ETF or in a corresponding mutual fund.

Do not invest in something that you do not understand. If you cannot explain the investment opportunity in a few words and in an understandable way, you may need to reconsider the potential investment.

Finally, you may wish to consider seeking the advice of an investment professional. If you do, be sure to work with someone who understands your investment objectives and tolerance for risk. Your investment professional should understand complex products and be able to explain to your satisfaction whether or how they fit with your objectives.

Related Items

SEC Fast Answers, [Exchange-Traded Funds](#)

[FINRA Regulatory Notice 09-31](#)

[FINRA Non-Traditional ETFs FAQ](#)

NYSE Informed Investor, [What You Should Know About Exchange Traded Funds](#)

The Office of Investor Education and Advocacy has provided this information as a service to investors. It is neither a legal interpretation nor a statement of SEC policy. If you have questions concerning the meaning or application of a particular law or rule, please consult with an attorney who specializes in securities law.



Updated Investor Bulletin: Leveraged and Inverse ETFs

 sec.gov/investor/pubs/leveragedetfs-alert

Feb. 23, 2023

Leveraged and Inverse ETFs: Specialized Products with Extra Risks for Buy-and-Hold Investors

The SEC's Office of Investor Education and Advocacy is issuing this Investor Bulletin because we believe individual investors may be confused about the performance objectives of leveraged and inverse exchange-traded funds (ETFs).

Leveraged and inverse ETFs typically are designed to achieve their stated performance objectives on a daily basis. Some investors might invest in these ETFs with the expectation that the ETFs may meet their stated daily performance objectives over the long term as well. Investors should be aware that performance of these ETFs over a period longer than one day can differ significantly from their stated daily performance objectives and may potentially expose investors to significant and sudden losses.

What are exchange-traded funds (ETFs)?

An ETF is a type of exchange-traded investment product available for retail investors. Traditional ETFs are a lot like mutual funds.

- ETFs offer investors a way to pool their money in a fund that makes investments in stocks, bonds, other assets, or some combination of these investments.
- ETF investors receive an interest in that investment pool. This means each ETF share represents an investor's proportionate ownership of the fund's portfolio and the income the portfolio generates.
- ETFs are investment companies that must be registered with the SEC. This registration requires the ETFs to provide ongoing disclosures and information to investors, among other things. It also provides protections for investors, such as limits on illiquid or hard-to-sell investments in an ETF's portfolio and restrictions on an ETF's borrowings and debt.
- ETFs can be index-based or actively managed. For a traditional indexed-based ETF, the adviser seeks to track an underlying securities index and achieve returns that closely correspond to the returns of that index. For an actively managed ETF, the adviser buys or sells components in the portfolio without regard to conformity with an index.
- Unlike mutual funds, shares of ETFs typically trade throughout the day on a national stock exchange at market prices.

For background information on traditional ETFs, you can read our [Updated Investor Bulletin: Exchange-Traded Funds \(ETFs\)](#).

Be aware: Investors considering ETFs should evaluate each investment closely and not assume all ETFs are alike. ETFs have evolved over the years, and some ETFs, such as leveraged and inverse ETFs, have become more complex than traditional ETFs. In addition, exchange-traded products (ETPs) can also have leveraged and inverse investment objectives. ETPs that invest primarily in commodities, currencies, or commodity- or currency-based instruments are not registered as investment companies and therefore do not provide the same investor protections registered funds do.

What are leveraged and inverse ETFs?

Leveraged and inverse ETFs are very different from traditional ETFs.

- *Leveraged ETFs* seek to deliver multiples of the daily performance of the index or benchmark they track. For example, a 2x (two times) leveraged ETF seeks to deliver double the daily performance of the index or benchmark that it tracks.
- *Inverse ETFs* (also called “short” funds) seek to deliver the opposite of the daily performance of the index or benchmark they track. Inverse ETFs often are marketed as a way for investors to profit from, or at least hedge their exposure to, downward moving markets.
- *Leveraged inverse ETFs* (also known as “ultra short” funds) seek to achieve a return that is a multiple of the inverse of the underlying index’s daily performance. An inverse ETF that tracks a particular index, for example, seeks to deliver the inverse of the daily performance of that index, while a 2x (two times) leveraged inverse ETF seeks to deliver double the opposite of that index’s daily performance.

Like traditional ETFs, some leveraged and inverse ETFs track broad indices, some are sector-specific, and others are linked to some other benchmark. To accomplish their objectives, leveraged and inverse ETFs pursue a range of investment strategies through the use of swaps, [futures contracts](#), and [other derivative instruments](#).

Why do leveraged and inverse ETFs have extra risks for buy-and-hold investors?

Most leveraged and inverse ETFs “reset” daily, meaning that they are designed to achieve their stated objectives on a daily basis. Their performance over longer periods of time -- over weeks or months or years -- can differ significantly from the stated multiple of the performance (or inverse of the performance) of their underlying index or benchmark during the same period of time. This effect can be magnified in volatile markets. As the examples below demonstrate, an ETF that is set up to deliver twice the performance of a benchmark

from the close of trading on Day 1 to the close of trading on Day 2 typically will not achieve that goal over weeks, months, or years and may potentially expose investors to significant and sudden losses.

What are some examples?

The following two real-life examples illustrate how returns on a leveraged or inverse ETF over longer periods can differ significantly from the performance (or inverse of the performance) of their underlying index or benchmark during the same period of time.

- Over four months, a particular index gained 2 percent. However, a leveraged ETF seeking to deliver twice that index's daily return fell by 6 percent—and an inverse ETF seeking to deliver twice the inverse of the index's daily return fell by 25 percent.
- During that same period, an ETF seeking to deliver three times the daily return of a different index fell 53 percent, while the underlying index actually gained around 8 percent. An ETF seeking to deliver three times the inverse of the index's daily return declined by 90 percent over the same period.

How can this apparent breakdown between longer term index returns and ETF returns happen?

Here's a hypothetical example:

- Let's say that on Day 1, an index starts with a value of \$1000 and a leveraged ETF that seeks to double the return of the index starts at \$1000. If the index drops by 100 points on Day 1, it has a 10 percent loss and a resulting value of \$900. Assuming it achieved its stated objective, the leveraged ETF would therefore drop 20 percent on that day and have an ending value of \$800.
- On Day 2, if the index rises 10 percent, the index value increases to \$990. For the ETF, its value for Day 2 would rise by 20 percent, which means the ETF would have a value of \$960.
- On both days, the leveraged ETF did exactly what it was supposed to do – it produced daily returns that were two times the daily index returns.
- But let's look at the results over the 2 day period: the index lost 1 percent (it fell from \$1000 to \$990) while the 2x leveraged ETF lost 4 percent (it fell from \$1000 to \$960). That means that over the two day period, the ETF's negative returns were 4 times as much as the two-day return of the index instead of 2 times the return.

Single-stock ETFs: An Additional Layer of Risk. Recently, new “single-stock ETFs” have been introduced to the market. These single-stock ETFs typically seek leveraged or inverse investment results based on the daily performance of a single stock rather than an index, eliminating the benefits of diversification. Because leveraged single-stock ETFs in particular amplify the effect of price movements of the underlying individual stocks, investors holding these funds will experience even greater volatility and risk than investors

who hold the underlying stock itself. For more information read our [Statement on Single-Stock Levered and/or Inverse ETFs](#).

In addition, even if the long term performance of these funds doesn't differ significantly from their stated daily performance objectives, you can still lose a lot of money. This is because returns that are the multiple of an index (or inverse multiple) can lead to substantial losses.

Things to Consider Before Investing

Understand the products. The best form of investor protection is to understand these specialized ETFs before investing in them. No matter how you initially hear about them, it's important to read the prospectus, which provides detailed information related to the ETFs' investment objectives, principal investment strategies, risks, and costs. You can obtain the prospectus from the financial firm that sponsors the ETF, your investment professional, or the SEC's [EDGAR system](#).

Consult a professional. Consider seeking the advice of an investment professional. Be sure to work with someone who understands your investment objectives and tolerance for risk. Your investment professional should understand these complex products and be able to explain whether or how they fit with your objectives.

Ask questions. Before investing in these instruments, ask:

- How does this ETF fit with my investment objectives and comfort with risk?
- How does the ETF achieve its stated objectives? And what are the risks? Ask about—and be sure you understand—the techniques the ETF uses to achieve its goals. For example, engaging in short sales and using swaps, futures contracts, and other derivatives can expose the ETF—and by extension ETF investors—to a host of risks.
- What happens if I hold longer than one trading day? While there may be trading and hedging strategies that justify holding these investments longer than a day, these are specialized products that generally are not suitable for buy-and-hold investors. As discussed above, because most leveraged and inverse ETFs reset each day, their performance can quickly diverge from the performance of the underlying index or benchmark. In other words, it is possible that you could suffer significant losses even if the long-term performance of the index showed a gain.
- Is there a risk that an ETF will not meet its stated daily objective? There is always a risk that not every leveraged or inverse ETF will meet its stated objective on any given trading day. Be sure you understand the impact an investment in the ETF could have on the performance of your portfolio, taking into consideration your goals and your tolerance for risk.
- What are the costs? Leveraged or inverse ETFs may be more costly than traditional ETFs. Use FINRA's [Fund Analyzer](#) to estimate the impact of fees and expenses on your investment.

- What are the tax consequences? Leveraged or inverse ETFs may be less tax-efficient than traditional ETFs, in part because daily resets can cause the ETF to realize significant short-term capital gains that may not be offset by a loss. Be sure to check with your tax advisor about the consequences of investing in a leveraged or inverse ETF.

Additional Information

[Updated Investor Bulletin: Exchange-Traded Funds \(ETFs\)](#)

[Leveraged Investing Strategies – Know the Risk Before Using These Advanced Investment Tools](#)

[Statement on Single-Stock Levered and/or Inverse ETFs](#)

[FINRA Investor Insight: The Lowdown on Leveraged and Inverse Exchange-Traded Products](#)

[FINRA Non-Traditional ETFs FAQ](#)

This bulletin represents the views of the staff of the Office of Investor Education and Advocacy. It is not a rule, regulation, or statement of the Securities and Exchange Commission (“Commission”). The Commission has neither approved nor disapproved its content. This bulletin, like all staff statements, has no legal force or effect: it does not alter or amend applicable law, and it creates no new or additional obligations for any person.

Modified: Feb. 23, 2023

Penny Stock Risk Disclosure Document

 finra.org/rules-guidance/notices/92-42

IMPORTANT INFORMATION ON PENNY STOCKS

This statement is required by the U.S. Securities and Exchange Commission (SEC) and contains important information on penny stocks. You are urged to read it before making a purchase or sale.

Penny stocks can be very risky.

- Penny stocks are low-priced shares of small companies not traded on an exchange or quoted on NASDAQ. Prices often are not available. Investors in penny stocks often are unable to sell stock back to the dealer that sold them the stock. Thus, you may lose your investment. Be cautious of newly issued penny stock.
- Your salesperson is not an impartial advisor but is paid to sell you the stock. Do not rely only on the salesperson, but seek outside advice before you buy any stock. If you have problems with a salesperson, contact the firm's compliance officer or the regulators listed below.

Information you should get.

- **Before you buy penny stock, [effective January 1, 1993]** federal law requires your salesperson to tell you the "**offer**" and the "**bid**" on the stock, and the "**compensation**" the salesperson and the firm receive for the trade. The firm also must mail a confirmation of these prices to you after the trade.
- You will need this price information to determine what profit, if any, you will have when you sell your stock. The offer price is the wholesale price at which the dealer is willing to sell stock to other dealers. The bid price is the wholesale price at which the dealer is willing to buy the stock from other dealers. In its trade with you, the dealer may add a retail charge to these wholesale prices as compensation (called a "markup" or "mark-down").
- The difference between the bid and the offer price is the dealer's "**spread**." A spread that is large compared with the purchase price can make a resale of a stock very costly. To be profitable when you sell, the bid price of your stock must rise above the amount of this spread **and** the compensation charged by both your selling and purchasing dealers. If the dealer has no bid price, you may not be able to sell the stock after you buy it, and may lose your whole investment.

Brokers' duties and customer's rights and remedies.

If you are a victim of fraud, you may have rights and remedies under state and federal law. You can get the disciplinary history of a salesperson or firm from the NASD at 1-800-289-9999, and additional information from your state securities official, at the North American Securities Administrators Association's central number: (202) 737-0900. You also may contact the SEC with complaints at (202) 272-7440.

FURTHER INFORMATION

THE SECURITIES BEING SOLD TO YOU HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION. MOREOVER, THE SECURITIES AND EXCHANGE COMMISSION HAS NOT PASSED UPON THE FAIRNESS OR THE MERITS OF THIS TRANSACTION NOR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN ANY PROSPECTUS OR ANY OTHER INFORMATION PROVIDED BY AN ISSUER OR A BROKER OR DEALER.

Generally, penny stock is a security that:

- Is priced under five dollars;
- Is **net** traded on a national stock exchange or on NASDAQ (the NASD's automated quotation system for actively traded stocks);
- May be listed in the "pink sheets" or the NASD OTC Bulletin Board;
- Is issued by a company that has less than \$5 million in net tangible assets and has been in business less than three years, by a company that has under \$2 million in net tangible assets and has been in business for at least three years, or by a company that has revenues of \$6 million for 3 years.

Use caution when investing in penny stocks:

1. **Do not make a hurried investment decision.** High-pressure sales techniques can be a warning sign of fraud. The salesperson is not an impartial advisor, but is paid for selling stock to you. The salesperson also does not have to watch your investment for you. Thus, you should think over the offer and seek outside advice. Check to see if the information given by the salesperson differs from other information you may have. Also, it is illegal for salespersons to promise that a stock will increase in value or is risk-free, or to guarantee against loss. If you think there is a problem, ask to speak with a compliance official at the firm, and, if necessary, any of the regulators referred to in this statement.

2. Study the company issuing the stock. Be wary of companies that have no operating history, few assets, or no defined business purpose. These may be sham or "shell" corporations. Read the prospectus for the company carefully before you invest. Some dealers fraudulently solicit investors' money to buy stock in sham companies, artificially inflate the stock prices, then cash in their profits before public investors can sell their stock.

3. **Understand the risky nature of these stocks.** You should be aware that you may lose part or all of your investment. Because of large dealer spreads, you will not be able to sell the stock immediately back to the dealer at the same price it sold the stock to you. In some cases, the stock may fall quickly in value. New companies, whose stock is sold in an "initial public offering," often are riskier investments. Try to find out if the shares the salesperson wants to sell you are part of such an offering. Your salesperson must give you a "prospectus" in an initial public offering, but the financial condition shown in the prospectus of new companies can change very quickly.

4. **Know the brokerage firm and the salespeople with whom you are dealing.** Because of the nature of the market for penny stock, you may have to rely solely on the original brokerage firm that sold you the stock for prices and to buy the stock back from you. Ask the National Association of Securities Dealers, Inc. (NASD) or your state securities regulator, which is a member of the North American Securities Administrators Association, Inc. (NASAA), about the licensing and disciplinary record of the brokerage firm and the salesperson contacting you. The telephone numbers of the NASD and NASAA are listed on the first page of this document.

5. **Be cautious if your salesperson leaves the firm.** If the salesperson who sold you the stock leaves his or her firm, the firm may reassign your account to a new salesperson. If you have problems, ask to speak to the firm's branch office manager or a compliance officer. Although the departing salesperson may ask you to transfer your stock to his or her new firm, you do not have to do so. Get information on the new firm. **Be** wary of requests to sell your securities when the salesperson transfers to a new firm. Also, you have the right to get your stock certificate from your selling firm. You do not have to leave the certificate with that firm or any other firm.

YOUR RIGHTS

Disclosures to you. Under penalty of federal law, [effective January 1, 1993] your brokerage firm must tell you the following information at two different times—before you agree to buy or sell a penny stock, and after the trade, by **written confirmation:**

The bid and offer price quotes for penny stock, and the number of shares to which the quoted prices apply. The **bid** and **offer** quotes are the wholesale prices at which dealers trade among themselves. These prices give you an idea of the market value of the stock. The dealer must tell you these price quotes if they appear on an automated quotation system approved by the SEC. If not, the dealer must use its own quotes or trade prices. You should calculate the **spread**, the difference between the bid and offer quotes, to help decide if buying the stock is a good investment.

A lack of quotes may mean that the market among dealers is not active. It thus may be difficult to resell the stock. You also should be aware that the actual price charged to you for the stock may differ from the price quoted to you for 100 shares. You should therefore determine, before you agree to a purchase, what the actual sales price (before the **markup**) will be for the exact number of shares you want to buy.

- **The brokerage firm's compensation for the trade.** A **markup** is the amount a dealer adds to the wholesale offer price of the stock and a **markdown** is the amount it subtracts from the wholesale bid price of the stock as **compensation**. A markup/markdown usually serves the same role as a broker's commission on a trade. Most of the firms in the penny stock market will be dealers, not brokers.
- **The compensation received by the brokerage firm's salesperson for the trade.** The brokerage firm must disclose to you, as a total sum, the cash compensation of your salesperson for the trade that is known at the time of the trade. The firm must describe in the written confirmation the nature of any other compensation of your salesperson that is unknown at the time of the trade.

In addition to the items listed above, your brokerage firm must send to you:

- **Monthly account statements.** In general, [effective January 1, 1993] your brokerage firm must send you a monthly statement that gives an estimate of the value of each penny stock in your account, if there is enough information to make an estimate. If the firm has not bought or sold any penny stocks for your account for six months, it can provide these statements every three months.
- **A Written Statement of Your Financial Situation and Investment Goals.** In general, unless you have had an account with your brokerage firm for more than one year, or you have previously bought three different penny stocks from that firm, your brokerage firm must send you a written statement for you to sign that accurately describes your financial situation, your investment experience, and your investment goals, and that contains a statement of why your firm decided that penny stocks are a suitable investment for you. The firm also must get your written consent to buy the penny stock.

Legal remedies. If penny stocks are sold to you in violation of your rights listed above, or other federal or state securities laws, you may be able to cancel your purchase and get your money back. If the stocks are sold in a fraudulent manner, you may be able to sue the persons and firms that caused the fraud for damages. If you have signed an arbitration agreement, however, you may have to pursue your claim through arbitration. You may wish to contact an attorney. The SEC is not authorized to represent individuals in private litigation.

However, to protect yourself and other investors, you should report any violations of your brokerage firm's duties listed above and other securities laws to the SEC, the NASD, or your state securities administrator at the telephone numbers on the first page of this document. These bodies have the power to stop fraudulent and abusive activity of salespersons and firms engaged in the securities business. Or you can write to the SEC at 450 Fifth St., N.W., Washington, D.C. 20549; the NASD at 1735 K Street, N.W., Washington, D.C. 20006; or NASAA at 555 New Jersey Avenue, N.W., Suite 750, Washington, D.C. 20001. NASAA will give you the telephone number of your state's securities agency. If there is any disciplinary record of a person or firm, the NASD, NASAA, or your state securities regulator will send you this information if you ask for it.

MARKET INFORMATION

The market for penny stocks. Penny stocks usually are not listed on an exchange or quoted on the NASDAQ system. Instead, they are traded between dealers on the telephone in the "over-the-counter" market. The NASD's OTC Bulletin Board also will contain information on some penny stocks. At times, however, price information for these stocks is not publicly available.

Market domination. In some cases, only one or two dealers, acting as "market makers," may be buying and selling a given stock. You should first ask if a firm is acting as a **broker** (your agent) or as a dealer. A **dealer** buys stock itself to fill your order or already owns the stock. A **market maker** is a dealer who holds itself out as ready to buy and sell stock on a regular basis. If the firm is a market maker, ask how many other market makers are dealing in the stock to see if the firm (or group of firms) dominates the market. When there are only one or two market makers, there is a risk that the dealer or group of dealers may control the market in that stock and set prices that are not based on competitive forces. In recent years, some market makers have created fraudulent markets in certain penny stocks, so that stock prices rose suddenly, but collapsed just as quickly, at a loss to investors.

Mark-ups and mark-downs. The actual price that the customer pays usually includes the mark-up or mark-down. Markups and markdowns are direct profits for the firm and its salespeople, so you should be aware of such amounts to assess the overall value of the trade.

The "spread." The difference between the bid and offer price is the spread. Like a mark-up or mark-down, the spread is another source of profit for the brokerage firm and compensates the firm for the risk of owning the stock. A large spread can make a trade very expensive to an investor. For some penny stocks, the spread between the bid and offer may be a large part of the purchase price of the stock. Where the bid price is much lower than the offer price, the market value of the stock must rise substantially before the stock can be sold at a profit. Moreover, an investor may experience substantial losses if the stock must be sold immediately.

Example: If the bid is \$0.04 per share and the offer is \$0.10 per share, the spread (difference) is \$0.06, which appears to be a small amount. But you would lose \$0.06 on every share that you bought for \$0.10 if you had to sell that stock immediately to the same firm. If you had invested \$5,000 at the \$0.10 offer price, the market maker's repurchase price, at \$0.04 bid, would be only \$2,000; thus you would lose \$3,000, or more than half of your investment, if you decided to sell the stock. In addition, you would have to pay compensation (a "mark-up," "mark-down," or commission) to buy and sell the stock.

In addition to the amount of the spread, the price of your stock must rise enough to make up for the compensation that the dealer charged you when it first sold you the stock. Then, when you want to resell the stock, a dealer again will charge compensation, in the form of a markdown. The dealer subtracts the markdown from the price of the stock when it buys the stock from you. Thus, to make a profit, the bid price of your stock must rise above the amount of the original spread, the markup, and the markdown.

Primary offerings. Most penny stocks are sold to the public on an ongoing basis. However, dealers sometimes sell these stocks in initial public offerings. You should pay special attention to stocks of companies that have never been offered to the public before, because the market for these stocks is untested. Because the offering is on a first-time basis, there is generally no market information about the stock to help determine its value. The federal securities laws generally require broker-dealers to give investors a "prospectus," which contains information about the objectives, management, and financial condition of the issuer. In the absence of market information, investors should read the company's prospectus with special care to find out if the stocks are a good investment. However, the prospectus is only a description of the current condition of the company. The outlook of the start-up companies described in a prospectus often is very uncertain.

For more information about penny stocks, contact the Office of Filings, Information, and Consumer Services of the U.S. Securities and Exchange Commission, 450 Fifth Street, N.W., Washington, D.C. 20549, (202) 272-7440.

Special Statement for Uncovered Option Writers

If Account Approved for Other Option Transactions

There are special risks associated with uncovered option writing that expose the investor to potentially significant loss. Therefore, this type of strategy may not be suitable for all customers approved for options transactions.

1. The potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position, and may incur large losses if the value of the underlying instrument increases above the exercise price.
2. As with writing uncovered calls, the risk of writing uncovered put options is substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below the exercise price. Such loss could be substantial if there is a significant decline in the value of the underlying instrument.
3. Uncovered option writing is thus suitable only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially substantial losses, and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer's options position, the investor's broker may request significant additional margin payments. If an investor does not make such margin payments, the broker may liquidate stock or options positions in the investor's account, with little or no prior notice in accordance with the investor's margin agreement.
4. For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk is unlimited.
5. If a secondary market in options were to become unavailable, investors could not engage in closing transactions, and an option writer would remain obligated until expiration or assignment.
6. The writer of an American-style option is subject to being assigned an exercise at any time after he has written the option until the option expires. By contrast, the writer of an European-style option is subject to exercise assignment only during the exercise period.

NOTE: It is expected that you will read the booklet entitled **CHARACTERISTICS AND RISKS OF STANDARDIZED OPTIONS** available from your broker. In particular, your attention is directed to the chapter entitled Risks of Buying and Writing Options. This statement is not intended to enumerate all risks entailed in writing uncovered options.



Financial Industry Regulatory Authority

ATTACHMENT B

Issues to consider when your broker changes firms

You're receiving this notice because your broker has changed firms. If you're thinking about whether to follow your broker or stay with your current firm, it's a good idea to examine key issues that will help you make an informed decision.

A good relationship with your broker is surely valuable to you, but it's not the only factor in determining what's in your best interest. Before making a final decision, talk to your broker or someone at your current firm about the following questions, and make sure you're comfortable with the answers.

Could financial incentives create a conflict of interest for your broker?

In general, you should discuss the reasons your broker decided to change firms. Some firms pay brokers financial incentives when they join, which could include bonuses based on customer assets the broker brings in, incentives for selling in-house products or a higher share of commissions. Similarly, some firms pay financial incentives to retain brokers or customers. While there's nothing wrong with these incentives in either case, they can create a conflict of interest for the broker. Whether you stay or go, you should carefully consider whether your broker's advice is aligned with your investment strategy and goals.

Can you transfer all your holdings to the new firm?

What are the implications and costs if you can't?

Some products, such as certain mutual funds and annuities, may not be transferable. If that's the case, you'll face an additional decision if you follow your broker to the new firm: whether to liquidate the non-transferable holdings or keep just these holdings at your current firm. Either way, there could be costs to you, such as fees or taxes if you liquidate, or different service fees if you leave some assets at the current firm. Your broker should be able to explain the implications and costs of each scenario.

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What costs will you pay—both in the short term and ongoing—if you change firms?

In addition to liquidation fees or taxes if you sell non-transferable assets, you may have to pay account termination or transfer fees if you close your current account, or account opening fees at the new firm. (Even if the new firm waives its fees as an incentive to transfer, that wouldn't reduce any transfer or closure costs at your current firm.) Moving forward, the new firm may have a different pricing structure for maintaining your account or making transactions (such as fee-based instead of commissions, or vice versa), which could increase or lower your account costs. Your broker should be able to explain the pricing structure of the new firm and how your ongoing costs would compare.

How do the products at the new firm compare with your current firm?

Of course, not all firms offer the same products. There may be some types of investments you've purchased in the past or are considering for the future that aren't available at the new firm.

If that happens, you should feel comfortable with the products they offer as alternatives. If you tend to keep a lot of cash in your account, ask what investment vehicles are available at the new firm for the cash sweep account and whether the interest rate would have an effect on your return.

What level of service will you have?

Whether you follow your broker to the new firm or choose another broker at your current firm, consider whether you'll have access to the types of service, support and online resources that meet your needs.

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