

## AMERICAN GLOBAL WEALTH MANAGEMENT, INC. REGISTERED REP NEW ACCOUNT OPENING CHECKLIST

## CUSTOMER NAME: \_\_\_\_\_

## CHECK THE ACCOUNT FORMS BELOW WHICH ARE REQUIRED FOR THE ACCOUNT/PRODUCT TYPE

BR	OKERAGE ACCOUNT	DIF	RECT ACCOUNT			
	Hilltop New Account App (Cash, IRA, etc.)		Carrier/Sponsor Form (Application, Transfer, etc.)			
	Hilltop Account Forms (ACAT, TOD, etc.)		AGWM Investor Profile			
	AGWM Investor Profile		AGWM Account Profile			
	AGWM Account Profile		Privacy Policy			
	Privacy Policy		Business Continuity Disclosure			
	Business Continuity Disclosure		Form CRS			
	Fee Schedule		Reg BI Personal Information			
	Hilltop Customer Information Brochure	Vari	able Annuities			
	Form CRS		Annuity Application			
	Reg BI Personal Information		Annuity Acknowledgement Form			
AL	TERNATIVE INVESTMENT		Annuity Prospectus Delivery Date:			
<u>Req</u>	uired for ALL Alternative Investment	Mutual Funds				
	Application	IVIU				
	Alternative Products Worksheet		Mutual Fund Application			
	Offering PPM		Mutual Fund/529Plan/UIT Acknowledgement Form			
Alte	ernative Investment (Held at Hilltop)		Mutual Fund Prospectus Delivery Date:			
	HTS Private Inv. Correspondent Indemnification					
	HTS Private Investment Form					

Acknowledgement: The complete documents checked above were delivered to the customer(s) and to AGWM Operations.

		OFFICE USE ONLY:
Registered Representative (Signature)	Operations (Signature)	WINOPS:
		CIP/OFAC:
Registered Representative (Print Name)	Operations (Print Name)	RR STATE REG:
		OPS #:
(Date)	(Date)	NOTES:

Rev.8/24/22

2 Securities offered through American Global Wealth Management, Inc. Member FINRA, SPIC, MSRB 1600 Pennsylvania Avenue, McDonough GA, 30252 ~ Phone: 770-400-9862 ~ Fax: 414-352-0117 ~ <u>www.AmericanGlobalWealth.com</u>



## AMERICAN GLOBAL WEALTH MANAGEMENT, INC. INVESTOR PROFILE AND AGREEMENT ADDENDUM

#### About this Application

Please read this application carefully, as you will be agreeing to certain provisions that will govern our relationship. When we accept it, this application and all accompanying or supplemental documents with us and any product or service provider(s) form the entire Agreement between us for your account(s).

#### Getting Started

Please read, complete, and sign the below Investor Profile and any required supplemental forms identified through the application process. For a **New Investor Profile**, please **complete the entire application**. To **update** a Profile, always **complete the Primary and any Secondary Owners name(s) and social security number(s) and sign and date the form**. Otherwise, **only complete the information that has changed**. To complete this application, you will need some or all of the following information: government issued identification, social security number, financial information.

The information below helps us comply with various securities regulations and rules and the USA PATRIOT Act, a federal law that **requires** all securities firms to obtain, verify, and record information that identifies each applicant. The information also helps us more fully understand your investment profile and identify what types of investments or strategies may be appropriate for you. Our regulators and the Custodian **require** us to obtain suitability information. Please note: if we cannot verify the information you provide, your account may be restricted or denied by law.

Please remember to notify us if you experience a significant life change, such as the birth of a child, marriage, divorce, death of a spouse, loss of a job, change in financial situation, etc.

Thank you for choosing **American Global Wealth Management, Inc. ("AGWM"),** member FINRA, SIPC, MSRB as your broker-dealer. We are here to serve you and please don't hesitate to contact us at any time about your account(s).

	UPDATE TO PROFILE Dated	TO PROFILE Dated REP #:				
1. PRIMARY ACCOUN	NT OWNER; COMPLETE ALL INFORMATION BELOW FOR THE PRIMAR	Y, MINOR OR D	ECEASED/ESTATE	ACCOUNT		
First Name:		Middle Initial:	Last Name:			
Estate Name:		Social Security N Tax ID:	Number/Estate	Date of Birth:		
Sex:	Marital Status:	Number of Dep	endents:			
U.S Citizen Perman	ent Resident Non-U.S. Citizen	Country of Citiz Permanent Res	enship ( <i>For non-U.S idents</i> Only):	. Citizens and		
Identification Type:       Passport       U.S. Driver's License       U.S. Gov't-Issued I.D.       Other:						
Primary Phone Number:		Secondary Tele	phone Number:			
Email Address (required f	or electronic delivery of privacy policy and disclosures):					
Home Street Address ( <i>No</i>	P.O. Boxes):					
City:		State:		Zip Code:		
Mailing Address (If different from above):						
City:		State:		Zip Code:		
Are you: 🛛 Employe	Are you:   Employed  Self-employed  Unemployed  Retired  Homemaker  Student					
Employer Name (if self-employed, please provide the name of your business; if unemployed or retired, indicate source of income):						
Position or Occupation:	Years with this employer:		Years in this occ	upation:		
Business Street Address:						
City:	State:			Zip Code:		

#### DO NOT COMPLETE FOR A MINOR IN A MINOR ACCOUNT. (THE CUSTODIAN MUST COMPLETE THIS INFORMATION FOR THEMSELVES IN SECTION 2)

Estimated Annual Income:	Estimated Annual Expenses:	Estimated Net Worth: (Excluding Residence)	Estimated Liquid Net Worth:	Federal Tax Status:
$\square$ \$25,000 and under	$\square$ \$25,000 and under	□ \$25,000 and under	$\square$ \$25,000 and under	🗌 0% - 15%
□ \$25,001 - \$50,000	□ \$25,001 - \$50,000	□ \$25,001 - \$50,000	□ \$25,001 - \$50,000	🗌 16% - 25%
□ \$50,001 - \$100,000	□ \$50,001 - \$100,000	□ \$50,001 - \$100,000	□ \$50,001 - \$100,000	□ 26% - 30%
□ \$100,001 - \$250,000	□ \$100,001 - \$250,000	□ \$100,001 - \$250,000	□ \$100,001 - \$250,000	🗌 31% - 35%
□ \$250,001 - \$500,000	□ \$250,001 - \$500,000	□ \$250,001 - \$500,000	□ \$250,001 - \$500,000	Over 35%
□ Over \$500,000	□ Over \$500,000	□ Over \$500,000	□ Over \$500,000	

#### \$

Annual income includes income from sources such as employment, alimony, social security, investment income, etc.

\$

Annual expenses include mortgage payments, rent, credit card and other long-term debt payments, utilities, alimony, child support payments, etc. Net worth is the value of your assets minus your liabilities. For this application, assets include stocks, bonds, mutual funds, other securities, bank accounts, and other personal or rental property. For liabilities, include any outstanding loans, credit card balances, taxes, etc. **Do not** include the value of your primary residence or the amount due on your primary residential mortgage.

\$

Liquid net worth is your net worth minus assets that cannot be converted quickly and easily into cash, such as real estate, business equity, personal property and automobiles, expected inheritances, assets earmarked for other purposes, and investments or accounts subject to substantial penalties if they were sold or if assets were withdrawn from them.

Investment Experience: Non-Discretionary Accounts ONLY. Please check the boxes below that best describe your investment experience to date:

	Years' e	xperience					<b>ions per ye</b> a g automatio	<b>ar</b> c investments)
Mutual Funds/								
Exchange Traded Funds	□ 0	🗌 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗆 Over 15
Individual Stocks	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	06-15	🗆 Over 15
Bonds	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	06-15	🗆 Over 15
Options		□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗆 Over 15
Securities Futures		□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	0-5	□ 6-15	🗆 Over 15
Annuities		□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗆 Over 15
Alternatives*		□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗆 Over 15
Margin	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20			
*May include structured p	products, hedg	e funds, nor	-traded REIT	s, private plac	ements, etc.			
First Name:						Middle Initial:	Last Na	
			ecutor/Execu	trix		Social Secu	irity Numbe	r Date of Birth:
□ Other: Sex:	Marital Status	-					Dependent	
	Marital Status	-			lowed		,	
□ Other: Sex: F I	Marital Status	- : Married		ed 🗆 Wid	owed	Number of Country or	Dependent	ts: ) (For non-U.S. Citizens an
Other: Sex: M  F  U.S Citizen Perma	Marital Status Single anent Residen	- Married t No	Divorci n-U.S. Citizen	ed 🗆 Wid າ	owed	Number of Country o Permanen	Dependent f Citizenship t Residents	ts: ) (For non-U.S. Citizens an Only):
Other: Sex: F U.S Citizen Perma	Marital Status Single anent Residen Passport	- Married t No	Divorci n-U.S. Citizen U ver's License	ed 🗆 Wid າ	Gov't-Issued I.D.	Number of Country or	Dependent f Citizenship t Residents	ts: ) (For non-U.S. Citizens an Only):

Email Address (required for electronic delivery of privacy policy and disclosures):

Home Street Address (No P.O. Boxes):

City:

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Mailing Address (If different from above):

City:

Zip Code:

Zip Code:

State:

State:

Are you: 🗆 Employed 🗆	Self-employed 🗆 Unemploy	ved 🗆	Retired 🗆 I	Homemaker 🗆 Student		
Are you: 🗆 Employed ڬ Self-employed 🖾 Unemployed 🔅 Retired 🗀 Homemaker 🖾 Student						
Employer Name (if self-emplo	oyed, please provide the name of y	our busir	ness; if unemploy	ed or retired, indicate source	e of incom	e):
Business Street Address:						
Position or Occupation:		Yea	ars with this emp	oyer:	Years in	this Occupation:
City:			State:			Zip Code:
Included in the response	provided by the Primary (If box is	checked.	do not complete	these Income, Expenses, N	et Worth a	nd Tax Status entries).
Estimated Annual Income:	Estimated Annual Expenses:		d Net Worth:	Estimated Liquid Net Wo		leral Tax Status:
		(Excludir	ng Residence)	•		
$\square$ \$25,000 and under	□ \$25,000 and under	□ \$25,0	00 and under	$\square$ \$25,000 and under		0% - 15%
□ \$25,001 - \$50,000	□ \$25,001 - \$50,000	□ \$25,0	01 - \$50,000	□ \$25,001 - \$50,000		16% - 25%
□ \$50,001 - \$100,000	□ \$50,001 - \$100,000	□ \$50,0	01 - \$100,000	□ \$50,001 - \$100,000		26% - 30%
□ \$100,001 - \$250,000	□ \$100,001 - \$250,000	□ \$100,	001 - \$250,000	□ \$100,001 - \$250,000		31% - 35%
□ \$250,001 - \$500,000	□ \$250,001 - \$500,000	□ \$250,	001 - \$500,000	□ \$250,001 - \$500,000		Over 35%
□ Over \$500,000	□ Over \$500,000	□ Over	\$500,000	□ Over \$500,000		
¢		¢		¢		
Annual income includes inco	ome from sources such as employ	ment. alir	mony, social secu	rity. investment income. etc		
			,,			

Annual expenses include mortgage payments, rent, credit card and other long-term debt payments, utilities, alimony, child support payments, etc. Net worth is the value of your assets minus your liabilities. For this application, assets include stocks, bonds, mutual funds, other securities, bank accounts, and other personal or rental property. For liabilities, include any outstanding loans, credit card balances, taxes, etc. **Do not** include the value of your primary residence or the amount due on your primary residential mortgage.

Liquid net worth is your net worth minus assets that cannot be converted quickly and easily into cash, such as real estate, business equity, personal property and automobiles, expected inheritances, assets earmarked for other purposes, and investments or accounts subject to substantial penalties if they were sold or if assets were withdrawn from them.

Investment Experience: Non-Discretionary Accounts ONLY. Please check the boxes below that best describe your investment experience to date:

Investment Years' experience					Transactions per year (excluding automatic investments)				
Mutual Funds/									
Exchange Traded Funds	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗆 Over 15	
Individual Stocks	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗆 Over 15	
Bonds	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗆 Over 15	
Options	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗆 Over 15	
Securities Futures	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗆 Over 15	
Annuities	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗌 Over 15	
Alternatives*	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20	□ 0-5	□ 6-15	🗆 Over 15	
Margin	□ 0	□ 1-5	□ 6-10	□ 11-20	🗆 Over 20				

\*May include structured products, hedge funds, non-traded REITs, private placements, etc.

#### 3. ADDITIONAL REQUIRED INFORMATION

**Client's Risk Tolerance:** Investing involves risk. Different investment products and strategies involve different degrees of risk. The higher the expected product or strategy return, the greater the risk that you could lose all or most of your investment. Investments should be chosen based on your objectives, timeframe, and tolerance for market fluctuations. Please select the degree of risk you (and co-applicant, if applicable) are willing to take with your assets.

- Conservative. I/We want to preserve the initial principal in this account, with minimal risk, even if that means this account does not generate significant income or returns and may not keep pace with inflation.
- □ Moderately Conservative. I/We are willing to accept low risk to the initial principal, including low volatility, to seek a modest portfolio return.
- Moderate. I/We are willing to accept some risk to the initial principal and tolerate some volatility to seek higher returns and understand I/we could lose a portion of the money invested.
- □ Moderately Aggressive. I/We are willing to accept high risk to the initial principal, including high volatility, to seek high returns over time, and understand I/we could lose a substantial amount of the money invested.
- Significant Risk. I/We are willing to accept maximum risk to the initial principal to aggressively seek maximum returns, and understand I/we could lose most, or all, of the money

#### Decision Making: Non-Discretionary Decisions ONLY (Check all that apply):

 $\Box$  I/We consult with my/our broker, investment adviser, CPA, and/or other financial professional(s).

 $\Box$  I generally make my own decisions and/or consult with my co-applicant(s).

□ I/We generally make and/or discuss my/our investment decisions with family and/or friends and/or online sources.

□ Primary □ Joint □ Neither Are you, your spouse, or any immediate family member living in your household (including parents, in- laws, siblings, and dependents) a member of the board of directors, 10% shareholder, or policy-making officer of a publicly traded company. If yes, please specify the company name, ticker symbol, address, city, and state.

□ Primary □ Joint □ Neither Are you, your spouse, or any immediate family member living in your household (including parents, in- laws, siblings, and dependents) employed by, or associated with a broker-dealer firm, a financial services regulator, securities, exchange, or member of a securities exchange. If yes, provide the entity name and relationship: \_\_\_\_\_

□ **Primary** □ **Joint** □ **Neither** Are you associated with a senior military, government, or political official in a non-U.S. Territory/country? If any is Yes – Provide the Country/Person/Their Position:\_\_\_\_\_\_

**Other Investments:** Please provide additional information about your other investments to help us better understand your investment profile and identify what types of investments or strategies may be appropriate for you.

Firm holding the investment	Amount (\$US)	
	\$	
	\$	
	\$	
	\$	
	\$	
	Firm holding the investment	Firm holding the investment     Amount (\$US)       \$     \$       \$     \$       \$     \$       \$     \$       \$     \$       \$     \$       \$     \$       \$     \$       \$     \$       \$     \$

(Use additional space as needed)

#### 4. Trusted Contact

This authorization is optional and may be withdrawn at any time in writing. 

□ Elect not to provide.

A trusted contact is an individual (age 18 or older) identified by you who American Global Wealth Management, Inc. may contact, but is not obligated unless required by applicable law, regulation, or rule, about your health or welfare if we are unable to contact you. By completing this section, you authorize American Global Wealth Management, Inc., or its affiliates, to contact the person(s) listed below for the following reasons:

- To confirm your health status, current contact information, or the identity of any legal guardian, executor, trustee, authorized trader, or power of attorney(s).
- If there are questions or concerns about your health or welfare due to potential diminished capacity.
- If we suspect you may be a victim of fraud or financial exploitation.

This Trusted Contact Authorization does not constitute a trading authorization or power of attorney and does not authorize your trusted contact access to your personally identifying information, account value(s) and holdings, or to make any decisions or changes on your behalf concerning your account(s).

□ Applicable to all accounts. If not for all accounts, please list applicable account number(s) \_\_\_\_\_\_

First Name:	Middle Initial:		Last Name:	
Relationship:				
Primary Telephone Number:		Ema	ail Address:	
Mailing Address:				
City:		State	2:	Zip Code:
First Name:	Middle Initial:		Last Name:	
Relationship:				
Primary Telephone Number:		Email Address:		
Mailing Address:				
City:		State	2:	Zip Code:
(Use additional space as needed)				

5. ACCOUNT OWNER(S) SIGNATURE	
FORM CRS and your Rep's Regulation Best Interest Personal Information were provided as indicate	ed:
DATE PROVIDED: DELIVERY METHOD: (Hand Delivered, Email, or Mailed)	
The parties agree that the electronic signatures appearing on this agreement are the same as enforceability, and admissibility.	handwritten signatures for the purpose of validity,
To help the government fight the funding of terrorism and money laundering activities, feder verify and record information that identifies each person who opens an account. What this m for your name, address, date of birth, and other information which will allow us to identify y or other identify documents.	neans for you: when you open an account, we ask
By signing below, You certify under penalty of perjury that: 1) the taxpayer identification nur never notified you that you are subject to backup withholding as a result of a failure to re notified, the IRS has notified you that you are no longer subject to backup withholding; and Or	port interest or dividends, or if you have been so
□ I/We am/are subject to backup withholding (if applicable, check this box) □ Exempt (if app	olicable, check this box)
The undersigned has/have carefully read the AGWM Customer Agreement Addendum wh Section 21, agree(s) to all terms and conditions contained herein, and acknowledges receip	
Primary Owner's Printed Name:	
Primary Owner's Signature:	Date:
Joint Owner's Printed Name:	
Joint Owner's Signature:	Date:
Registered Representative Printed Name:	
Registered Representative Signature:	Date:
AGWM Principal Acceptance:	Date:

#### For Registered Representative Use Only:

How was customer introduced to you?	🗆 Known 🗆 Call	n 🗆 Solicitation/Prospecting	🗆 Seminar	□ Walk-in	□ Advertising	Referral
How Long have you known the custome	r?					

Notes:

## American Global Wealth Management, Inc. Customer Agreement Addendum

The signer(s) of the above Investor Profile agree they have carefully read this document prior to signing and agree to all the terms and conditions contained herein and specifically understand that this Customer Agreement Addendum contains a pre-dispute arbitration clause. The latest version of this document is also posted on our website at <a href="https://www.americanglobalwealth.com/">https://www.americanglobalwealth.com/</a> for your records. The terms set forth in this Customer Agreement Addendum are in addition to, or further explanatory of, terms and conditions set forth in any current or future product and/or service agreement as they pertain to American Global Wealth Management, Inc. ("AGWM").

1. **Definitions.** Unless otherwise provided in this Agreement, the following definitions shall apply herein: "Shall", "Must", "Will", and "Agree" are mandatory; "May" is permissive; "I", "You", "Undersigned", or "My" shall each encompass all parties of whatever nature inducing AGWM to open an account deriving from said Agreement; the parties to this Agreement shall include: the Customer(s), American Global Wealth Management, Inc., the Custodian and AGWM 's officers, employees, agents, directors and any successors to the aforementioned.

2. Account Ownership and Capability. Signing above signifies that you posse the required legal age and capacity under the laws of your place of residence and are authorized to enter into this Agreement. This Agreement shall be effective from the date accepted by the AGWM Principal on the signed Investor Profile. You represent that no one other than the person(s) signing this Agreement, or the beneficial owner(s) if signed in a representative capacity, have an interest in this Account or any additional Accounts opened in the future for me or for such beneficial owner(s). If this Account is beneficially owned by any person who is a U.S. Securities and Exchange Act Section 16 reporting person of a U.S. public company, you represent that no funds or assets belonging to such U.S. public company or any entity affiliate of such U.S. public company, will be invested through this Account. You represent you are not employed by a broker/dealer or other employer whose consent is required to open and maintain this Account by regulation or otherwise unless said consent has been provided. If any of the foregoing representations are inaccurate or become inaccurate, you will promptly advise AGWM in writing. You authorize AGWM to utilize an updated AGWM Investor Profile Form to amend my existing client information.

3. **Read and Understand English.** You acknowledge that (i) you can read and fully understand English; (ii) that written documents, agreements, and information concerning my relationship with AGWM, including but not limited to products, services, transactions, and other account details, will be provided in English.

4. **Appointment of broker dealer as agent.** You appoint AGWM as agent for the purpose of carrying out my directions with respect to the purchase, sale, or liquidation of securities in accordance with terms and conditions of this agreement; You assume all risks with respect to the purchase, sale, or liquidation of securities. All transactions will be executed only on your order or on the order of an authorized delegate. AGWM is authorized to open or close brokerage accounts, place and withdraw orders, and take such other steps as are reasonable to carry out my instructions.

5. Account Services. As part of the overall brokerage relationship, an insurance agent or person acting in the capacity of an investment advisory representative for a Registered Investment Advisor, may from time to time offer product recommendations on securities or non-security products or investment advice on products and services to you such as, but are not limited to: insurance; securities, real estate brokerage; legal; accounting; pension administration and/or consulting; numismatics; mortgage brokerage; borrowing and/or lending activities; precious gems and/or metals; and tax preparation. Please understand these products and services are not offered through AGWM. Furthermore, the AGWM Representative who provides you with brokerage services, may also conduct his/her business under a name other than AGWM.

6. **Prohibited Use of Your Account**. You may not use your Account or relationship with AGWM to place transactions that are prohibited by law, including those prohibited by the Unlawful Internet Gambling Enforcement Act of 2006, or those where you possess non-public inside information.

7. Notices. All written notices and communications pursuant to this Agreement and my account(s) shall be sent to the undersigned at the mailing address set forth on AGWM's NEW ACCOUNT AND AGREEMENT ADDENDUM or the last known address contained in AGWM's files. All written notices and communications so sent, whether by mail, telegraph, electronic mail, messenger or otherwise, shall be deemed given to the undersigned when sent by AGWM to said address or electronic mail address. Written notices and communications pursuant to this Agreement shall be sent to AGWM by certified mail, return-receipt requested, to the main office of *American Global Wealth Management, Inc.*, located at 1600 Pennsylvania Avenue, McDonough, Georgia 30253. All written notices and communications shall be deemed given to *AGWM* on the date indicated as received by *AGWM* on the return receipt. Custodians and other third-party product/service providers utilized by AGWM, will send to the address of record or through the chosen electronic communication an account statement at a minimum frequency required by regulation and generally every calendar quarter or for any month when trading or cash management activity occur. Your custodian and other third-party product/service providers, with some exceptions where your account statement will serve as confirmation.

8. **Freezing Accounts**. If at any time AGWM believes that your account may be subject to irregular, unauthorized, fraudulent, or illegal activity, we may, in our discretion, freeze the assets in the account and in other accounts you maintain with us until such time as we are able to complete our investigation of the account and transactions. If we freeze your account assets, we will provide notice to you as soon as reasonably possible. Notice may be made by mail or verbally. We will not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to AGWM, your Custodian or other product providers, or to the owner of the funds in the account.

9. Wire Transfer and EFT Transactions: Additional paperwork is required to transfer funds to or from your Custodian through a wire transfer or an electronic funds transfer (EFT). AGWM will not be able to initiate the transfer of funds by wire or EFT unless **prior** to the transfer request all paperwork allowing such transfer is on file. Upon requesting a wire transfer or EFT you are agreeing that AGWM may redeem or sell assets in your account to comply with the requested transfer of funds including the payment of any fees. You agree that AGWM will not be responsible for the loss of any funds transferred according to your written instructions.

10. Account Administration: AGWM will: 1) open, approve and review your account, 2) transmit accurate, timely instructions to your Custodian or thirdparty product/service providers regarding your account, 3) determine the suitability and best interest of any recommended investment at the time of sale based upon the information you have provided 4) operate your account in compliance with applicable laws and regulations, 5) have your Custodian and third-party product/service providers send you account statements and transaction confirmations, and; 6) maintain proper books and records of all services performed for you. Please contact us if you have any additional questions about services that will be provided.

11. Indemnification: You agree to indemnify AGWM and your Custodian and third-party product/service providers, from and hold the same harmless for any losses, whether intentional or not, including losses resulting from actions taken at your direction or when acting in accordance with the constitution, rules, regulations, customs, or usages of the exchange, market or clearing house where a transaction was executed, or any applicable federal or state law or regulation. This provision does not limit the customer from bringing a claim or receiving an award that they would otherwise be entitled to receive or to seek to recover costs or penalties resulting from the firm's or an associated person's violation of the securities laws or regulatory rules.

12. Force Majeure. Neither AGWM nor your Custodian or third-party product/service provider shall be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond their control.

13. **Modification of Agreement**. AGWM shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective 30 days after AGWM has notified Client in writing of any change, or such later date as is established by AGWM.

14. Applicable Laws and Regulations. This agreement is governed by Georgia law, without regard to its choice of law provisions. All transactions shall be subject to rules, regulations, customs and usages of the exchange, market or clearing house where executed, and to all applicable federal and state laws and regulations. Any judicial proceedings relating to an arbitration (See Section 26) or to this Agreement shall be conducted in a state or federal court in Henry County, Georgia, and you agree (a) to submit to the jurisdiction of any such court, (b) that any such court constitutes a convenient forum, and (c) that process may be served by certified mail, return receipt requested at my last address known to AGWM.

15. Customer Financial Information. Customer(s) represent and warrant that the financial information disclosed to AGWM in this document and any other is an accurate representation of the Customer's current financial condition. Customer(s) authorizes AGWM or AGWM's agents to investigate Customer's background and credit standing and in connection therewith to contact such banks, financial institutions, and credit agencies as AGWM shall deem appropriate to verify information regarding said Customer(s). Further, should you neglect or refuse to provide all relevant financial information, including that which is requested in the preceding Investor Profile, this application will not be accepted, and the desired services will not be provided.

16. US Patriot Act Customer Identification Procedure (CIP) Notice. 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. What this means for you: When you open an account, we will ask for your name, address, tax identification number, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. This information will be compared to information obtained through third-party sources, as permitted by law. Either AGWM or the Custodian may restrict and/or close your account if we are unable to verify your information. AGWM will not be responsible for any damages or losses (including lost opportunities) you could incur.

17. **NO GUARANTEES**. Customer acknowledges that Customer neither has any separate agreement nor shall enter into any separate agreement with AGWM's Representative or any AGWM employee or agent regarding the trading in Customer's Account, including any agreement to guarantee profits or limit losses in a Customer's Account. Customer understands they have an obligation to notify AGWM's Chief Compliance Officer immediately in writing as to any potential agreement of this type. Further, Customer understands that any representation(s) made by anyone concerning Customer's Account, which differ from any account statement Customer receives from AGWM or your Custodian or a third-party product/service provider, or any disputed transaction must be brought immediately to the attention of AGWM's Chief Compliance Officer in writing. Customer agrees to indemnify and hold AGWM and your custodian and product/service providers harmless from all damages or liabilities resulting from Customer's failure to immediately notify AGWM's Chief Compliance Officer of any of the occurrences referred to herein. This provision does not limit the customer from bringing a claim or receiving an award from the member firm or associated person that they would otherwise be entitled to receive or to seek to recover costs or penalties resulting from the firm's or an associated person's violation of the securities laws or regulatory rules. All notices required under this section shall be sent to AGWM at: Attention Chief Compliance Officer, American Global Wealth Management, Inc., 1600 Pennsylvania Avenue, McDonough Georgia, 30253.

18. Electronic Signature: The parties agree that this agreement, and all subsequent documents, may be electronically signed. By consenting you are agreeing not to receive paper copies of documents by mail, that you have an email account, and that you have a computer with an internet browser able to run Adobe Acrobat Reader. A free version of Adobe Acrobat Reader is available at <u>www.adobe.com</u>. Upon our receipt of this Consent signed by you, electronic delivery will begin and will remain in effect unless revoked by AGWM or by you. If we are unable to notify you electronically, we may, at our sole and absolute discretion, discontinue electronic delivery and send all future account documents in paper form. You understand that electronic delivery will expose the documents to the normal risks associated with viewing information via the internet. If your email address changes, you agree to provide AGWM with the new address. You may revoke your consent to electronic delivery at any time by calling us at 770-400-9862, or by writing us at our address, or via email at <u>Compliance@AmericanGlobalWealth.com</u>. Your revocation is only effective after we receive and process your request. If you revoke your electronic delivery consent, you will receive future documents in paper form sent to the address on your account.

19. **Telephone Recording Consent:** To ensure quality customer service, verify securities transactions and other information related to your account AGWM may tape-record telephone conversations with you and its employees or agents. You hereby agree and consent to the recording of said conversations with you and understand that such recordings may take place without an audible electronic beep tone or vocal announcement to indicate that the line may be recorded. The parties to this application agree that such recordings may be used to assist in the resolution of any complaint, dispute, or arbitration arising under this agreement.

20. **Termination:** Either party may terminate this Agreement at any time without penalty upon thirty days written notice. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. Upon termination, it is Client's responsibility to monitor the securities in the Account, and neither AGWM nor it's representative will have any further obligation to act or make recommendation on those assets.

21. **Pre-Dispute Arbitration Agreement**. This agreement and the customer information brochure contain a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree that:

- 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 FIRSTSCHEDULED HEARING DATE.
- THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

ALL CONTROVERSIES THAT MAY ARISE BETWEEN YOU AND AGWM CONCERNING ANY SUBJECT MATTER WHATSOEVER SHALL BE DETERMINED BY ARBITRATION IN ACCORDANCE WITH FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA) RULES UNLESS THEY ARISE AMONG THE CUSTOMER, AGWM, AND AGWM'S CLEARING FIRM, AS FURTHER DESCRIBED BELOW, WHICH SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT BEFORE FINRA OR THE MUNICIPAL SECURITIES RULEMAKING BOARD AS APPROPRIATE AND IN ACCORDANCE WITH THE RULES THEN PREVAILING AT THE SPECIFIED ORGANIZATION.

THE CUSTOMER AGREES, AND, BY CARRYING AN ACCOUNT FOR THE CUSTOMER, AGWM AGREES THAT ALL CONTROVERSIES THAT MAY ARISE AMONG THE CUSTOMER, AGWM, AND AGWM'S CLEARING FIRM CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT AMONG THE CUSTOMER PERTAINING TO SECURITIES AND OTHER PROPERTY AT AGWM'S CLEARING FIRM, 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, BUT IF THE CUSTOMER FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR OVERNIGHT COURIER ADDRESSED TO THE AGWM AT THEIR MAIN OFFICE, BEFORE THE EXPIRATION OF TEN (10) DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM AGWM TO MAKE SUCH ELECTION, THEN AGWM 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.

Disclosure and Contact Information:

Securities offered through American Global Wealth Management, Inc., member FINRA, SIPC, MSRB

Home Office: 1600 Pennsylvania Ave, McDonough GA 30253 Phone: (770) 400-9862



## AMERICAN GLOBAL WEALTH MANAGEMENT, INC. ACCOUNT PROFILE AND AGREEMENT ADDENDUM

#### About this Agreement

Please read this agreement carefully, as you will be agreeing to certain provisions that will govern our relationship. When we accept it, this Agreement and all accompanying or supplemental documents with us and any product or service provider(s), form the entire Agreement between us.

#### Getting Started

Please read, complete, and sign the entire agreement and any required supplemental forms identified through the application process. This information not only helps us comply with various securities regulations and rules but also helps us more fully understand this accounts investment profile and identify what types of investments or strategies may be appropriate for you. Please note: if we cannot verify the name, social security number and date of birth you provided, your account maybe restricted or denied by law.

Please remember to notify us if you experience a significant life change, such as the birth of a child, marriage, divorce, death of a spouse, loss of a job, change in financial situation, etc.

Thank you for choosing **American Global Wealth Management**, **Inc.**, member FINRA, SIPC, MSRB as your broker-dealer. We are here to serve you and please don't hesitate to contact us at any time about your account(s).

□ NEW ACCOUNT □ UPDATE EXISTING ACCOUNT #: _		REP #:				
ACCOUNT TYPE: PLEASE CHECK THE APPROPRIATE BOX						
□ INDV □ JTWROS □ JT TENN □ IRA □ IRRL □ □ UGMA/UTMA □ CORPORATION □ OTHER	ROTH 🗆 SEP	SIMPLE CUST	ESTATE 🗆 529			
1. PRIMARY ACCOUNT OWNER; COMPLETE ALL INFORMATION	BELOW FOR THE P	RIMARY, MINOR OR DECEASED,	ESTATE ACCOUNT			
First Name:	Middle Initial:	Last Name:				
Estate Name:	Social Security Nu	mber/Estate Tax ID:	Date of Birth:			
2. JOINT ACCOUNT OWNER: COMPLETE ALL INFORMATION BELOW	/ FOR JOINT OWNE	RS, CUSTODIAN, GUARDIAN OR E	XECUTOR/EXECUTRIX			
First Name:	Middle Initial:	Last Name:				
□ Joint Owner □ Custodian □ Guardian □ Executor □ Other:	Social Security N	umber	Date of Birth:			
3. REG BI – DUTY OF CARE – ACCOUNT RISK TOLERANCE AND GOV	/ERNANCE					
<ul> <li>3. REG BI – DUTY OF CARE – ACCOUNT RISK TOLERANCE AND GOVERNANCE</li> <li>Risk Tolerance: Investing involves risk. Different investment products and strategies involve different degrees of risk. The higher the expected product or strategy return, the greater the risk you could lose all or most of your investment. Investments should be selected based on your objectives, timeframe, and tolerance for market fluctuations. After reflecting on these, please select the degree of risk you (and co-applicant, if any) are willing to take with this account's assets.</li> <li>Conservative. I/We want to preserve the initial principal in this account, with minimal risk, even if that means this account does not generate significant income or returns and may not keep pace with inflation.</li> <li>Moderately Conservative. I/We are willing to accept low risk to the initial principal, including low volatility, to seek a modest portfolio return.</li> <li>Moderately Aggressive. I/We are willing to accept high risk to the initial principal, including high volatility, to seek high returns over time, and understand I/we could lose a portion of the money invested.</li> <li>Moderately Aggressive. I/We are willing to accept maximum risk to the initial principal to aggressively seek maximum returns, and understand I/we could lose most, or all, of the money invested.</li> </ul>						
Investment Objective(s):       I/We plan to use this account to fund the following (Check all that apply):       I/We plan to use this account to fund the following (Check all that apply):         Generate income for current or future expenses       Partially fund my retirement       I/Wholly fund my retirement         Steadily accumulate wealth over the long term       Preserve wealth and pass it on to my heirs       Pay for education         Pay for a house       I/Warket speculation       I/Other:						
Liquidity Needs for this Account: Very Important Importa		at Important 🗌 Not Importar				
This account represents approximately this much of my financial portfor <b>Funding:</b> Please indicate how are you funding this account (Check all t □ Income □ Savings □ Social Security □ Gift □ Inherita □ Line of Credit/Reverse Mortgage □ Other:	hat apply):					

#### 3. REG BI – DUTY OF CARE – ACCOUNT RISK TOLERANCE AND GOVERNANCE

**Decision Making:** (Check all that apply)

□ I/We consult with my/our broker, investment adviser, CPA, and/or other financial professional(s).

□ I generally make my own decisions and/or consult with my co-applicant(s).

□ I/We generally make and/or discuss my/our investment decisions with family and/or friends and/or online sources.

#### 4. REG BI - DUTY OF CARE

The Duty of Care has three components, shown in bold below, that apply to each recommendation provided **at**, **prior to**, **or after** account opening, including a recommendation to open an account. Please note below if additional space is needed or documents are provided.

Describe the account type, security(s), and investment strategy recommended:

Existing Custodian:			New Custodian	ו:
Existing Account:	Brokerage	Direct Mutual Fund/529 Plan	Annuity	Other
New Account:	Brokerage	Direct Mutual Fund/529 Plan	Annuity	Other
<ul> <li>The duty to provide advice that is in the client's best interest.</li> <li>For retail customers this includes a documented understanding of their investment profile;</li> <li>For an institutional customer it includes a documented understanding of their investment mandate.</li> </ul>				

Information about the customer is on the Customer Investor Profile dated \_\_\_\_\_\_.
 Account information, in Section 3 above, is accurate and has been completed, reviewed, and discussed by the Rep and customer.

Briefly summarize any other material information gathered that may impact the administration of this account: \_\_\_\_

Briefly document how the recommended product or strategy is in the customers best interest: \_\_\_\_

**Comparison of current and recommended**: AGWM, and by extension each Registered Representative (RR), must have a "reasonable belief" that all recommendations made are in the best interest of the client based on an evaluation of the client's current and recommended portfolio with the client's objectives. Some high-risk products and strategies, such as penny stocks, options, or other thinly traded securities, may be in a retail client's best interest for a short time but require oversight by the RR. Factors to be considered in determining whether a security or strategy is in a client's best interest include, but are not limited to: the cost (including internal and external fees and compensation), liquidity, risks and potential benefits, volatility, likely performance in a variety of market and economic conditions, buy and hold vs. frequent trading, time horizon, and/or cost to exit.

By comparing and contrasting the existing with the recommended account/strategy document how it is in the customer's best interest:

#### 2. The duty to seek best execution.

**Comparison of recommended with others considered:** The Duty of Care requires AGWM, and by extension the RR, to seek to maximize the value (including total cost, return, or proceeds) of a client's holdings and securities transactions under the circumstances existing at that time. The "determinative factor" is not the lowest possible cost, but whether or not the security or transaction represents the best qualitative value to the client. Please compare and document any securities or investment strategies considered to those recommended. Examples include, but are not limited to: a product whose internal expenses are higher than those of other similar securities, the services and products provided in the account; the projected costs to the retail investor; other account types available; whether the account offers the services requested by the retail investor, the selection of custodian and the fees involved (transaction, termination, ACAT, etc.), high-risk products and strategies, etc.:

#### 3. The duty to provide ongoing advice and monitoring through the duration of the relationship.

The Duty of Care requires AGWM, and by extension the RR, to provide recommendations (to buy, sell or hold) at a frequency that is in the best interest of the client taking into account the scope of the agreed documented relationship.

Reg BI imposes no duty to monitor a customer's account following a recommendation. We may voluntarily, and without any agreement with our customers, review the holdings in your account for the purposes of determining whether to provide a recommendation to you. This voluntary review is not considered to be "account monitoring," and does not create an implied agreement to monitor your account.

Is this account to be reviewed: 🗖 holistically (as part of a greater whole) or 🗖 in isolation (without regard to other client assets).

5. REG BL& DOL – DUTY OF LOYALITY – Disclose Specific Conflicts of Interest The Duty of Loyalty prohibits AGWM, and by extension the RR, from subordinating its clients' interests to its own and applies not only to recommendations regarding potential investments, but to all recommendations provided to a new or existing client and encompasses recommendations about the location or type of account, investment strategy, or product selection. To meet the duty of loyalty, in addition to the Form CRS, clients must be provided with full and fair disclosure of all material facts relating to the brokerage relationship, including specific applicable conflicts of interest. Please document conflicts of interest below:
Fiduciary Status: 📮 Act as a Fiduciary 📮 Not Acting as a Fiduciary (Considered a DOL prohibited transaction, if applicable)
6. DOL Requirements
The DOL Rule, as described in PTE 2020-02, is designed to promote investment recommendations that are in the best interest of retirement investors (e.g., plan participants, beneficiaries, and IRA owners) and emphasizes mitigating conflicts of interest to ensure retirement investors are receiving advice that is both prudent and loyal. The advice must be based on the interests of the customer, rather than competing financial interests of the investment professional or financial institution. This means, for example, that when choosing between two investments equally available to the investor, it is not permissible for the investment professional to advise investing in one that is worse for the retirement investor because it is better for the investment professional or the financial institution. To further this goal, please complete the following:
Type of accounts involved with this investment recommendation:
<ul> <li>Qualified Plan to Qualified Plan</li> <li>Qualified Plan to IRA</li> <li>IRA to IRA</li> <li>IRA to Qualified Plan</li> <li>None of the above (the DOL rule doesn't apply but Reg BI requirements do. Please skip the remainder of section 6).</li> </ul>
When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:
<ul> <li>Meet a professional standard of care when making investment recommendations (give prudent advice);</li> <li>Never put our financial interests ahead of yours when making recommendations (give loyal advice);</li> <li>Avoid misleading statements about conflicts of interest, fees, and investments;</li> <li>Follow policies and procedures designed to ensure that we give advice that is in your best interest;</li> <li>Charge no more than is reasonable for our services; and</li> <li>Give you basic information about conflicts of interest.</li> </ul>
Prudence
Please document and discuss the following: (If additional space is needed, please attach and state additional documents are included.)
Alternatives to the rollover or transfer to a new account, including leaving the money in the investor's existing plan or account considering all available investment options and features (such as any potential loan provisions or protection from creditors) in the existing account:
Document the fees and expenses associated with both the existing plan and/or account/investment and the recommended IRA and/or account/investment, including the amounts paid by both the employer and participant for some or all of the plan's administrative expenses:
Describe the type and levels of service and investment options available under both the existing plan and the recommended plan:

As relevant, the analysis should also include consideration of factors such as: the long-term impact of any increased costs; why the rollover is appropriate notwithstanding any additional costs; and the impact of economically significant investment features such as surrender schedules and index annuity cap and/or participation rates:

Rep Attestation: The analysis provided in this Addendum contains no inaccurate or misleading statements and the fees charged are considered reasonable compensation and comply with the federal securities laws regarding "best execution 🗖 Yes 📮 No

#### 6. DOL Requirements

To satisfy the documentation requirement for rollovers from an employee benefit plan to an IRA, a diligent and prudent effort to obtain information about the existing employee benefit plan and the participant's interests in it must be made. In general, such information should be readily available as a result of Department regulations mandating disclosure of plan-related information to the plan's participants (see 29 CFR 2550.404a-5). If the retirement investor doesn't provide the information, even after a full explanation of its significance, and the information is not otherwise readily available, the financial institution and investment professional should make a reasonable estimation of expenses, asset values, risk, and returns based on publicly available information. The financial institution and investment professional should document and explain the assumptions used and their limitations. In such cases, the financial institution and investment professional could rely on alternative data sources, such as the most recent Form 5500 or reliable benchmarks on typical fees and expenses for the type and size of plan at issue. The required documentation is attached: I Yes I No (If other than Yes is checked and documentation not included - the application is NIGO)

#### 7. SIGNATURES

FORM CRS and your Rep's Regulation Best Interest Personal Information were provided as indicated:

DATE PROVIDED:

DELIVERY METHOD: (Hand Delivered, Email, or Mailed)

Parties agree that this agreement's electronic signatures are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility.

The undersigned have carefully read the AGWM Investor Profile and Agreement Addendum which sets forth a pre-dispute arbitration clause in Section 21, agree to all terms and conditions contained herein, and acknowledges receipt of that document and this form. Date:

Date:

Date<sup>.</sup>

Date:

Primary Owner's Signature:

Joint Owner's Signature:

**Registered Representative Signature:** 

American Global Wealth Management, Inc. (Principal Acceptance):

### OTHER IMPORTANT INFORMATION

Should you be a party on a JOINT TENANTS account, you agree that liability shall be joint and several on said account and that all activities including confirmations, orders, demands, instructions, notices, payments and deliveries between American Global Wealth Management, Inc. and any one of the joint tenants shall be binding on all account owners.

Appointment of broker dealer as agent. I appoint AGWM as my agent for the purpose of carrying out my directions with respect to the purchase, sale, or liquidation of securities in accordance with terms and conditions of this agreement; I assume all risks with respect to the purchase, sale or liquidation of securities. All transactions will be executed only on my order or on the order of my authorized delegate. AGWM is authorized to open or close brokerage accounts, place and withdraw orders, and take such other steps as are reasonable to carry out my instructions.

Brokerage Services. In a brokerage account, you pay commissions and other sales fees on a per transaction basis. We may recommend investments, but you make the final decision to buy, sell or hold them. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party and signed required written authorization approved by AGWM.

American Global Wealth Management, Inc, does not custody any of your assets or accounts. The custodian broker-dealer is named in the client's agreement with the entity. The custodian has the right to lend shares held in your margin loan account to others. This should not impede your ability to sell these shares but may cause you to lose voting rights and the right to preferred tax treatment on certain dividend payments. A Custodian may obtain a consumer report at the time of the application to verify your creditworthiness and obtain a consumer report from time to time for updates, renewals, extensions, and collection activity on any approved account.

Borrowing funds to buy securities is only appropriate for those investors who can tolerate losing more than the amount of money deposited in the account. In a cash account, you pay for your securities in full by the settlement date of the purchase (generally two business days from the purchase). You will have a "cash account," unless you choose to have a "margin loan account" (customarily known as a "margin account"). In a margin loan account, the broker-dealer may lend you a portion of the purchase price which is called buying "on margin." When you buy common stock on margin, you typically must deposit at least 50% of the purchase price, and the broker-dealer will loan you the balance. You are liable for repaying the borrowed funds and the interest incurred. To avoid the use of margin, even in a margin loan account, always pay for your purchase in full by the settlement date. To help you decide whether a margin loan account is right for you, please read this information, the Margin Loan Agreement, and the Margin Disclosure Statement.

If you borrow funds in your margin account and the value of your holdings declines below the firm's and /or regulatory maintenance margin requirement, you will be subject to a "margin call," meaning the broker-dealer can either (1) require you to deposit additional cash or margin-eligible securities to your account immediately, or (2) sell any of the securities in your account to cover the shortfall, without informing you in advance. The broker-dealer will decide which of your securities to sell. Even if you are notified that you have a certain number of days to cover the shortfall, they may still sell your securities before that timeframe expires. Further, at any time they can increase the level of equity that you must maintain in your margin account without triggering a margin call.

#### OTHER IMPORTANT INFORMATION

Margin: If you have requested and been granted margin privileges it is important that you review the terms and conditions set forth in the Customer Information Brochure. While margin trading may result in substantial gains it can also expose you to substantial losses in your account. Interest will be charged on your margin debt. AGWM may receive a portion of the interest charged based upon its agreement with its clearing firm.

**IRA Accounts**. If establishing an account with AGWM in connection with an individual retirement account ("IRA"), I understand that it is my responsibility, and not the responsibility of AGWM, to determine my eligibility for establishing an IRA, the deductibility of IRA contributions, compliance with all other rules relating to the tax deferred status of the IRA or the rollover from another retirement account, and the availability of all other potential IRA tax benefits.

**Risk Disclosure**. You understand securities involve risk and that many variables, including but not limited to market and economic fluctuations, may have a substantial negative effect on the value of your security positions, that you are willing to assume those risks, and are financially able to bear those risks. You also understand that you have an affirmative obligation to notify AGWM in writing should your financial condition change from, or investment objectives become more or less conservative than what is shown on this application. As an account owner, it is your responsibility to select each accounts investment objective and communicate the risk tolerance that should be applied to the account. American Global Wealth Management, Inc. cannot assure you that any given investment or strategy will achieve your stated investment objective.

Customer Obligations. You hereby agree to adhere to the requirement to monitor your account and prevent unauthorized access and/or activities: a) You agree to only pay for a service or security by utilizing a traceable instrument (e.g. check, bank draft, etc.) and you will never pay cash; b) You will demand, obtain and carefully review the current Offering Document which fully describes the potential investment, including potential risks and costs, prior to purchasing an interest in a partnership, mutual fund, variable product, unit investment trust or any new issue and agree to be bound by the information contained therein; c) When purchasing or selling securities you will not rely upon any information, including but not limited to statements, forecasts, predictions and projections whether verbal or written, which are not contained in the applicable Offering Document and that past performance does not guarantee future results; d) When purchasing or selling securities, you will not rely upon comparisons between securities or with market indexes of any kind, nor shall you rely upon guarantees of future value or price of any security; e) When purchasing or selling securities, you will not be induced by a pending dividend; f) You will never make payment payable to a Registered Representative, American Global Wealth Management, Inc., or to an entity through which a Registered Representative may gain access to your funds and will only make securities payments payable to the Custodian, mutual fund company, or insurance company as instructed in the prospectus; g) You will not loan to a Registered Representative or borrow from a Registered Representative monies or securities, and specifically will not authorize or permit a Registered Representative to act as a trustee or personal custodian of your securities, stock powers, monies or any other personal or real property which you may have any interest without first obtaining written approval from AGWM; h) You will promptly review each trade confirmation and account statement and report any errors or discrepancies to AGWM within 2 days of the receipt of the confirmation or statement. It is agreed that if the confirmation and/or statement is mailed to customer's address of record the customer will have received the confirmation and/or statement no later than 10 days after the mailing date. Additionally, you must notify American Global Wealth Management, Inc. whenever you discover, or should have discovered after reasonable diligence, that a violation of this or any other Agreement with AGWM occurred. Once notified, AGWM will reply in writing within a reasonable time after investigation of the alleged violation.

**Orders for Securities and Payment Arrangements**. a) I understand AGWM shall have the sole discretion to accept my security order(s) and that AGWM reserves the right to require a deposit before accepting or executing my security order(s); b) I will not buy, sell or liquidate any security of a corporation of which I am an affiliate, or sell or liquidate any restricted securities, except in compliance with applicable laws and regulations and with notice to AGWM that the securities are restricted; c) If upon the sale or purchase of securities by AGWM at my direction, I fail to deliver the securities to AGWM's clearing firm or if I fail to make a full and timely payment, I authorize AGWM and AGWM's Clearing Firm to take the steps necessary, at its discretion, to deliver such securities or to make such payment, in which event I agree to reimburse AGWM and AGWM's Clearing firm for the reasonable costs of collection of any debit balance and any unpaid deficiency in my accounts, including attorney's fees, court costs and any other expenses whatsoever in nature incurred by AGWM or AGWM's Clearing Firm in effecting said collection; e) I realize no acceptance by AGWM of a lesser sum than due in my account shall be deemed to be other than a payment on account and AGWM or AGWM's Clearing Firm may accept such check or payment without prejudice to AGWM's or AGWM's clearing firm's right to recover the balance due in my account.

**Fees:** AGWM and its clearing firm have certain fees that will be charged for services provided. These fees are in addition to any commission charged and may be considered an additional fixed commission. AGWM may receive a portion of any fee(s) collected. I will be responsible for any fee charged that is associated with services rendered by AGWM or our clearing firm and AGWM may liquidate securities without prior consent to generate funds to pay for unpaid fees. AGWM's standard fee schedule is included in this material and may be located on our website at <u>www.americanglobalwealth.com</u>. Please note that all fees are not listed on the standard fee schedule. Any time you have a question about a fee, please feel free to contact your representative or AGWM directly in advance of requesting service. AGWM reserves the right to change the fee charged at any time without notice. AGWM will provide an updated fee schedule each year in an annual mailing to all applicable customers.

Disclosure and Contact Information:

Securities offered through American Global Wealth Management, Inc., member FINRA, SIPC, MSRB

Home Office: 1600 Pennsylvania Ave, McDonough GA 30253

Phone: (770) 400-9862



# **Privacy Statement**

Facts	What does American Global Wealth with your personal information?	h Management, Inc. do	
Why?	Financial companies choose how they share your personally identifiable information ("personal information"). Federal law gives consumers the right to limit some but not all sharing and requires us to tell you how we collect, share, and protect your personal information. <b>Please read this notice carefully to understand what we do.</b>		
What?	<ul> <li>The types of personal information we collect and share depends on the product or service you have with us. This information includes, but is not limited to:</li> <li>Social Security number and financial account numbers</li> <li>Account balances and transaction information</li> <li>Income and employment information</li> <li>Medical information recorded on a variable life insurance application</li> </ul>		
How?	All financial companies need to share customers' personal information to run their everyday business and we share your information as permitted by law. We may share your information to the extent that is prudent to offer you products and services we believe best meet your needs or as you authorize. In the section below, we list reasons financial companies can share their customers' personal information; reasons American Global Wealth Management, Inc. chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information	Does American Global Wealth Management, Inc. share?	Can you limit this sharing?	
		Can you limit this sharing?	
information For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and	Management, Inc. share?		
information For our everyday business purposes– such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus. For our marketing purposes–	Management, Inc. share? Yes	No	
informationFor our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.For our marketing purposes- to offer our products and services to youFor our affiliates' everyday business purposes- information about your transactions and	Management, Inc. share? Yes Yes	No	
informationFor our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.For our marketing purposes- to offer our products and services to youFor our affiliates' everyday business purposes- information about your transactions and experiencesFor our affiliates' everyday business purposes- information about your transactions and experiences	Management, Inc. share? Yes Yes Yes	No No	
informationFor our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.For our marketing purposes- to offer our products and services to youFor our affiliates' everyday business purposes- information about your transactions and experiencesFor our affiliates' everyday business purposes- information about your creditworthiness	Management, Inc. share?         Yes         Yes         Yes         Yes         Yes         Yes         Yes	No No Yes	

### To limit our sharing of for questions

Contact a us at Tel. 770-400-9862; Fax 414-352-0117; or Email: compliance@americanglobalwealth.com

#### Please note:

American Global Wealth Management, Inc. employees and systems provide services to multiple affiliated entities. As a practical matter, sharing can't be limited in such situations, other than requiring employees have a "need to know" prior to accessing any customer information, a policy which is in effect. If you are a new customer, we can begin sharing your information externally 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to notify us to limit our sharing.

#### Who we are

American Global Wealth Management, Inc.
To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include policies and procedures, computer safeguards, secured files and buildings.
<ul> <li>We collect your personal information when you agree to provide it, for example, when you:</li> <li>Open an account or make deposits or withdrawals from your account</li> <li>Direct us to buy securities or direct us to sell your securities</li> <li>Tell us about your other investment or retirement portfolio(s)</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>
<ul> <li>Federal law gives you the right to limit only:</li> <li>Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing with nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</li> </ul>
Your choice will apply to everyone on your account.

### Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include:  Cape Securities, Inc. Cape Investment Advisory, Inc. Cape Insurance Solutions, Inc. Other companies as acquired from time to time
Nonaffiliates	<ul> <li>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>American Global Wealth Management, Inc. shares with nonaffiliates, such as Hilltop Securities, Financial Independence Group and your registered representative who may have established their own company, so they can market to you.</li> </ul>
Joint Marketing	<ul> <li>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</li> <li>American Global Wealth Management, Inc. has entered into marketing agreements with Hilltop Securities, Inc., Financial Independence Group, Barnabas Capital, Truchoice Financial Marketing, as well as other insurance and financial services companies.</li> </ul>

#### **Other Important Information**

**Do Not Call Policy.** This notice is the American Global Wealth Management, Inc. Do Not Call Policy under the Telephone Consumer Protection Act. We do not solicit via telephone numbers listed on the state or federal Do Not Call list, unless the law allows. Associated Persons receive training on how to document and process telephone marketing choices. Consumers who ask not to receive telephone solicitations will be placed on our internal Do Not Call list and will not be called in future campaigns, including those of our affiliates. If you communicate with us by telephone, we may monitor or record the call.

**For Nevada residents.** We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling 770-400-9862. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number - 702-486-3132; email: <u>BCPINFO@ag.state.nv.us</u>.

**For Vermont Residents.** In accordance with Vermont law, we will not share information we collect about Vermont residents with companies who are not affiliates, except as permitted by law, such as with your consent or to service your accounts. We will not share information about your creditworthiness with our affiliates without your authorization or consent, but we may share information about our transactions or experiences with you with our affiliates without your consent.

#### **Other Important Information**

**For California Residents.** In accordance with California law, we will not share information we collect about you with nonaffiliates, except as allowed by law. For example, we may share information with your consent or to service your accounts. Among our affiliates, we will limit information sharing to the extent required by California law.

For Insurance Customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA only. The term "Information" in this part means customer information obtained in an insurance transaction. We may give your Information to state insurance officials, law enforcement, group policy holders about claims experience or auditors as the law allows or requires. We may give your Information to insurance support companies that may keep it or give it to others. We may share medical Information so we can learn if you qualify for coverage, process claims or prevent fraud or if you say we can. To see your Information, write American Global Wealth Management, Inc. 1600 Pennsylvania Avenue, McDonough, GA 30253. You must state your full name, address, the insurance company, policy number (if relevant) and the Information you want. We will tell you what Information we have. You may see and copy the Information (unless privileged) at our office or ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a signed, written statement.

**For MA Insurance Customers only.** You may ask, in writing, for the specific reason(s) for an adverse underwriting decision, which is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Securities offered through American Global Wealth Management, Inc., member FINRA, SIPC, MSRB.

Mail-In Form		
Please Mark Any/All you want to limit.	<ul> <li>Do not share information about my creditworthiness with your affiliates for their everyday business purposes.</li> <li>Do not allow your affiliates to use my personal information to market to me.</li> <li>Do not share my information for joint marketing with other financial companies.</li> <li>Do not share my information for non-affiliates to market to me.</li> <li>Do not allow my financial advisor to take my non-public information to a new financial         <ul> <li>institution should he/she leave American Global Wealth Management, Inc.</li> </ul> </li> </ul>	
Customer Information to Process the Request	Signature Name Address	
	City, State, Zip Account/Policy/Contract #	
Mail, Fax or Email To:	American Global Wealth Management, Inc. 1600 Pennsylvania Avenue, McDonough, GA 30253 Fax 414-352-0117 Email: <u>compliance@americanglobalwealth.com</u>	

## American Global Wealth Management, Inc.'s

## **Business Continuity Planning Disclosure**



American Global Wealth Management, Inc. has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

**Contacting Us** – If after a significant business disruption you cannot contact us as you usually do at (770) 400-9862 or (414) 352-5050, you should call our alternative number, (770) 691-3378, or go to our web site at <u>americanglobalwealth.com</u>. If you cannot access us through either of those means, you should contact our clearing firm, Hilltop Securities Inc. (HTS), at (800) 678-3792 for instructions on how they may provide access to funds and securities, enter orders, and process other trade-related, cash, and security transfer transactions.

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

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

Our clearing firm, HTS, backs up our important records in a geographically separate area. While every emergency poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firm that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within a recovery time period of four hours *and* resumption time of the same day. 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 within four hours the same day. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area and recover and resume business within 24 hours. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary and notify you through our web site <u>americanglobalwealth.com</u> or our customer emergency number, (770) 691-3378. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities.

**For more information** – If you have questions about our business continuity planning, you can contact us at (770)400-9862, (414) 352-5050 or <u>info@americanglobalwealth.com</u>. To review our complete business continuity plan, please visit our website at <u>americanglobalwealth.com</u>.

Rev.03/15/21



American Global Wealth Management, Inc.

1600 Pennsylvania Avenue McDonough, GA 30253

P: (770) 400-9862 F: (414)352-0117

## Brokerage Fee Schedule (Common Fees Only): Effective: 11/1/2021

#### **Custody and Administration** Annual IRA Fee (ROTH, Traditional IRA, Rollover, SEP, SIMPLE, Keogh) \$45.00 Annual Custody Fee (for non-Qualified Accounts) \$25.00 Annual Holding and Reporting (Inactivity) Fee \$50.00 Annual Safekeeping (Physical Custody of Non-Street Named Certificates) \$50/CUSIP Private Placement Memorandum (PPM) Safekeeping \$100.00 Voluntary Corporate Action Instruction (Physical Reorg) Fee \$50/instruction **Termination of Qualified Accounts** \$75.00 Account Transfer Account Transfer Fee (ACAT) \$150.00 \$150.00 Account Transfer Fee (Non-ACAT) Deposit/Withdrawal at Custodian (DWAC) \$75.00 DRS (Direct Registration System) Deposit/Withdrawal \$50.00 Accommodation Fee \$35.00 Legal Transfer Fee \$90.00 **Money Movement** Wire Transfer \$35.00 **Regular Next Day Delivery Fee** \$35.00 Returned/Bounced Check Fee (payment for trades) \$35.00 **Vision Check Reorders** \$15.00 Vision Check- Stop Payment \$35.00 Vision Check-Returned Check \$25.00 \$25.00 **Vision Check Writing Termination** Vision Platinum Debit Card (Annual) \$60.00 **Miscellaneous Fees per Transaction** Miscellaneous Fees are additional fixed commission. **Equity Transactions** \$25.00 \$50.00 **Foreign Equity Securities** Options (fee is per trade; add \$1.75 per contract) \$45.00 Bonds (all types), Government Securities, CMOs, CDs, UITs \$40.00 Load/No-Load Mutual Fund buys & sells \$25.00 Periodic Investment (PIP)/Systematic Withdrawal (SWP) Plans per transaction \$4.00

- For additional fees, see the Hilltop Correspondent Customer Clearing Brochure Schedule A. When different, the higher fee is applicable.
- Securities may be liquidated without notice to cover account debits.
- Margin interest rate is subject to change daily. Quotes are available daily.
- Annual custody and valuation fees are capped at \$500 per Account.
- American Global Wealth Management, Inc. fee schedule available at <u>www.americanglobalwealth.com</u>.

AGWM 09/2021

## **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, which is usually two (2) business days following the transaction.
- 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 either (i) 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); or (ii) a money market mutual fund product. 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 option 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, to a money market mutual fund, or other selection. 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 either the money market fund option or BID program option.

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 <u>www.hilltopsecurities.com/disclosures/sweep-account-disclosure/</u>. 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 money market or 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 univested funds in the manner described in the Customer Agreement, HTS's liability is limited to the actual amount of the dividends or 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 available sweep options, your personal financial circumstances and market conditions, you should always consider all of your investment options.

a. Bank Insured Deposit. 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. A portion of fees received may be paid to your Financial Professional.

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, if available.

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). 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/.

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. By contrast, a money market mutual fund has a fiduciary duty to seek the highest possible return for customers consistent with its investment strategy. 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).

On or about June 1, 2022, Hilltop Securities will implement certain changes to the BID program and will switch from paying interest at a single rate to a "tiered" interest rate system, under which the BID program will pay interest based on a "tiered" interest rate system, which will pay different rates of interest based on five 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 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 available sweep options. You should compare the terms, rates of return, required minimum amounts, charges and other features with other accounts and alternative investments.

b. Money Market Funds. Money market mutual funds, including the Dreyfus Government Cash Management Money Market Fund, which may also be available as a customer-selected sweep option, are registered with the SEC pursuant to the Investment Company Act of 1940 and are treated as securities. Please refer to Section 40 "Securities Industry Protection Corporation (SIPC) and Excess SIPC Coverage."

HTS anticipates receiving fees or other financial benefits based on your sweep account balance. For money market funds, those benefits can include annual payments based on the amount you invest in the sweep program. A portion of fees received may be paid to your Financial Professional. Please note that shares in a money market fund are not FDIC-insured, not guaranteed by the federal government, and are not deposits or obligations of any bank or guaranteed by any bank. There can be no assurance that a money market fund will be able to maintain a stable net asset value of \$1 per share. Tax-exempt money market funds may be subject to the alternative minimum tax. See the 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 <u>www.hilltopsecurities.com/disclosures/sweep-account-disclosure/</u>. You should consider the fund's investment objectives, risks, and expenses carefully before investing.

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 a 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 teosent 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.
- 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.
   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
- 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 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 <u>www.hilltopsecurities.com</u>. 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 withhold 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 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. 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.
- 31. 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 <u>www.hilltopsecurities.com</u>.
- 32. 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.

- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.

37. 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.

- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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 <a href="https://www.sipc.org">www.sipc.org</a> or by calling (202) 371-8300.
- 42. 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.
- 43. 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.

- 44. 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.
- 45. 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 PAREL OF ARBITRATIONS WILL ITPICALLET INCLODE A MINORITY OF ARBITRATIONS 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 DE DRUGUT, IN COURT.
  - 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. The settlement date for purchases and sales of most securities made in margin accounts is usually two (2) business days from the date of the transaction.
- 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 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 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 <u>www.sec.gov</u> and <u>www.msrb.org</u>. 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.

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
visa Platinum Debit Card - Annual Fee	 
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*
	\$12
DTCC Deposit	\$12 \$50
DTCC Legal Deposit DTCC Withdrawal by Transfer	\$500 \$500
DTCC/TA Reject	\$125 675
DTCC DRS Reject	\$75
DTCC New York Window Settlement	
	\$50*
DTCC Envelope Settlement Service	
	\$50*
OTHER FEES	\$50* \$35
OTHER FEES Customer Research or Document Reproduction Fee	\$50* \$35 
OTHER FEES Customer Research or Document Reproduction Fee Annual Safekeeping Fee	\$50* \$35 \$35 \$25 per hour \$50 per position
OTHER FEES Customer Research or Document Reproduction Fee	\$50* \$35 
OTHER FEES Customer Research or Document Reproduction Fee Annual Safekeeping Fee Bond Fees (Purchase or Sale)	\$50* \$35 \$25 per hour \$50 per position \$5 for T-Bills and \$15 for T- Notes, T-Bonds and other Government Instruments
OTHER FEES Customer Research or Document Reproduction Fee Annual Safekeeping Fee Bond Fees (Purchase or Sale) Redemption / Termination	\$50* \$35 \$25 per hour \$50 per position \$5 for T-Bills and \$15 for T- Notes, T-Bonds and other Government Instruments \$25
OTHER FEES Customer Research or Document Reproduction Fee Annual Safekeeping Fee Bond Fees (Purchase or Sale)	\$50* \$35 \$25 per hour \$50 per position \$5 for T-Bills and \$15 for T- Notes, T-Bonds and other Government Instruments

\$50 \$10 per event \$50 Service fees may be charged
\$50
Convice food may be charged
Service rees may be charged
\$0.04 per contract
\$100
\$75
\$75
\$50 per instruction
\$45
\$50
\$250 Primary Annual
\$50
7.24+

#### 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 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

## American Global Wealth Management, Inc., November 28, 2022 Form Customer Relationship Summary (CRS)

## **Introduction**

American Global Wealth Management, Inc. (AGWM) is registered with the Securities and Exchange Commission (SEC) and the Financial Regulatory Authority (FINRA) as a broker-dealer. Brokerage services and fees differ from that of an investment advisory firm and it is important for you, a *retail investor*, to understand the differences. There are free and simple tools available to research firms and financial professionals at Investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisers, and investing.

## **Relationships and Services**

## What investment services and advice can you provide me?

**Description of Services:** AGWM offers brokerage services to *retail investors* including the recommendation of investments such as Equities, Options, Bonds, Mutual Funds, Variable Annuities and on a limited basis Alternative Investments. AGWM trades accounts on a non-discretionary basis, meaning the *retail investor* will approve all recommended investments or instruct their financial professional to make a particular investment. All investment products are from third-party sponsors and are **not** proprietary to AGWM. AGWM does not have specific requirements to open an account, although certain products may have a minimum investment level and financial requirements that the *retail investor* must meet such as alternative investments which are non-publicly traded securities. The minimums and financial requirements for these investments may vary by product.

AGWM has an affiliated investment advisor, Cape Investment Advisory, Inc. (Advisor), for which some of its representatives are registered. While AGWM provides services on a transactional basis for a commission, Advisor provides services on a regular basis for a percentage of assets under management.

## 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?"

## Fees, Costs, Conflicts, and Standard of Conduct

## What fees will I pay?

**Description of Principal Fees and Costs:** The principal fees and costs that *retail investors* incur for AGWM's brokerage services include transaction-based commissions which vary and are charged for each trade or investment. This is considered a conflict of interest because a *retail investor* would be charged more when there are more trades in his or her account, therefore the Firm may have an incentive to encourage a *retail investor* to trade often.

**Description of Other Fees and Costs**: There are other fees and costs related to AGWM's brokerage services in addition to the transaction commissions stated above. Common fees that will be paid by a *retail investor* are:

•	Ticket Charge for Equity trades	\$25.00
•	Ticket Charge for Option trades	\$45.00
•	Ticket Charge for Listed Corporate, Government	
	and other publicly traded Debt Securities	\$40.00
•	Ticket Charge for Load/No-Load Mutual Fund	
	Buys & Sales	\$25.00
•	Annual IRA Fee for Qualified Plans	\$45.00
•	Annual Custody Fee (non-Qualified Accounts)	\$25.00
•	Wire Transfer	\$35.00

Annual Account Inactivity Fee \$50.00

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce the 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, please refer to AGWM's Fee Schedule and the Hilltop Correspondent Customer Clearing Brochure Schedule A.

Conversation Starters; 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 invested for me?"
- "What are your legal obligations to me when providing recommendations? How else does your firm make money and what conflicts of interest do you 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 can affect the investment advice we provide you. Here is an example to help you understand what this means:
  - AGWM makes money from brokerage investments and services provided to *retail investors*. We have incentives which create conflicts of interest for the sale of products including Mutual Funds, Variable Annuities and Alternative Non-publicly Traded Securities. AGWM receives compensation from the sponsors of these products. This compensation varies depending on the sponsor. AGWM may have an incentive to offer products based on the compensation we receive.
  - AGWM and its representatives may have an incentive to refer retail investors to the Advisor's services to receive compensation based on assets invested rather than on a transactional basis.
- **"How might your conflicts of interest affect me, and how will you address them?"** Your financial professional will provide additional information specific to the *retail investor*.
- **"How do your financial professionals make money?"** Our financial professionals earn commissions based on the products they sell and the trades they make for the *retail investor*'s brokerage account. The financial professional may also collect fees based on a percentage of investment assets if registered with the Advisor.

## **Disciplinary History**

**"Do you or your financial professionals have legal or disciplinary history?"** Yes. Some of our financial professionals currently disclose legal or disciplinary history. Visit <u>Investor.gov/CRS</u> and <u>brokercheck.finra.org</u> for free and simple search tools to research your 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**

For additional information about our firm and its services, visit <u>www.americanglobalwealth.com</u>. If you would like additional, up-to-date information or a copy of this disclosure (Form CRS), please call 770-400-9862. *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?" Your primary contact will be your financial professional who is a registered representative of AGWM. If you have problems or concerns regarding the way your financial professional is treating you then call our Chief Compliance Officer by phone at 770-400-9862 or by email compliance@americanglobalwealth.com.