

**ROTH  
INDIVIDUAL  
RETIREMENT  
ACCOUNT**

**CUSTODIAL AGREEMENT & DISCLOSURE STATEMENT**

TO ESTABLISH A HILLTOP SECURITIES INC. INDIVIDUAL  
RETIREMENT ACCOUNT (Roth IRA)

- Complete and sign all portions of the Roth IRA Adoption Agreement. When completing the beneficiary information please make sure to include social security numbers.
- Submit the completed Roth IRA Adoption Agreement to your Financial Professional.
- Enclose a check made payable to Hilltop Securities Inc. for the initial Roth IRA contribution, if applicable. Make sure all checks include the tax year information for the contribution and the account number.
- If you are transferring an existing Roth IRA to a Hilltop Securities Inc. Roth IRA, complete and sign an Account Transfer Form. When submitting the form to your Financial Professional include a copy of the most recent Roth IRA account statement.
- If you are converting a Traditional IRA to a Hilltop Securities Inc. Roth IRA, complete and sign the Roth IRA Conversion Form.
- If you wish to rollover funds previously distributed from a Roth IRA, complete and sign a Rollover Certification Form.
- Contact your Financial Professional for any other forms that may be required to establish your Roth IRA or with any other questions or concerns that you may have.

THIS CUSTODIAL FEE INFORMATION MAY ONLY BE USED  
WITH HILLTOP SECURITIES INC. IRA ACCOUNTS

CUSTODIAL FEES FOR INDIVIDUAL RETIREMENT ACCOUNTS

• Initial Set Up or Acceptance Fee	No Charge
• Annual Maintenance Fee	See your Customer Information Brochure
• Spousal Annual Maintenance Fee	See your Customer Information Brochure
• Transfer Fee	See your Customer Information Brochure
• Termination Fee	\$50.00

\*Hilltop Securities Inc. reserves the right to change fees upon notification to the account holder.

# Form 5305-RA

(Rev. March 2002)

Department of the Treasury  
Internal Revenue Service

# Roth Individual Retirement Custodial Account (Under Section 408A of the Internal Revenue Code)

## Article I

- 1.01 Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the Custodian will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

## Article II

- 2.01 The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single Depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married Depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married Depositor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the Custodian will not accept IRA Conversion Contributions in a tax year if the Depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the Depositor is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.
- 2.02 In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

## Article III

- 3.01 The Depositor's interest in the balance in the Custodial account is nonforfeitable.

## Article IV

- 4.01 No part of the Custodial account funds may be invested in life insurance contracts, nor may the assets of the Custodial account be commingled with other property except in a common Custodial fund or common investment fund (within the meaning of section 408(a)(5)).
- 4.02 No part of the Custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

## Article V

- 5.01 If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
- (a) The remaining interest will be distributed; starting by the end of the calendar year following the year of the Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.
- (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
- 5.02 The minimum amount that must be distributed each year under paragraph 5.01(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor's death and subtracting 1 from the divisor for each subsequent year.
- 5.03 If the Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

## Article VI

- 6.01 The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
- 6.02 The Custodian agrees to submit to the IRS and Depositor the reports prescribed by the IRS.

## Article VII

- 7.01 Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

## Article VIII

- 8.01 This agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Roth IRA Adoption Agreement.

## Article IX

- 9.01 **Applicable Law:** This Custodial Agreement shall be governed by the laws of the state where the Custodian resides. The term Depositor also includes the Depositor's Beneficiary, where appropriate throughout this Agreement.
- 9.02 **Annual Accounting:** The Custodian shall, at least annually, provide the Depositor or Beneficiary (in the case of death) with an accounting of such Depositor's account. Such accounting shall be deemed to be accepted by the Depositor or Beneficiary, if the Depositor or Beneficiary does not object in writing within 60 days after the mailing of such accounting statement.
- 9.03 **Amendment:** The Depositor irrevocably delegates to the Custodian the right and power to amend this Custodial Agreement. Except as hereafter provided, the Custodian will give the Depositor 30 days prior written notice of any amendment. In case of a retroactive amendment required by law, the Custodian will provide written notice to the Depositor of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS. The Depositor shall be deemed to have consented to any such amendment unless the Depositor notifies the Custodian to the contrary within 30 days after notice to the Depositor and requests a distribution or transfer of the balance in the account.
- 9.04 **Resignation and Removal of Custodian:**
- (a) The Custodian may resign and appoint a successor trustee or custodian to serve under this agreement or under another governing instrument selected by the successor trustee or custodian by giving the Depositor written notice at least 30 days prior to the effective date of such resignation and appointment, which notice shall also include or be provided under separate cover a copy of such other governing instrument, if applicable, and the related disclosure statement. The Depositor shall then have 30 days from the date of such notice to either request a distribution of the entire account balance or designate a different successor trustee or custodian and notify the Custodian of such designation. If the Depositor does not request distribution of the account balance or notify the Custodian of the designation of a different successor trustee or custodian within such 30 day period, the Depositor shall be deemed to have consented to the appointment of the successor trustee or custodian and the terms of any new governing instrument, and neither the Depositor nor the successor shall be required to execute any written document to complete the transfer of the account to the successor trustee or custodian. The successor trustee or custodian may rely on any information, including beneficiary designations, previously provided by the Depositor to the Custodian.
- (b) The Depositor may at any time remove the Custodian and replace the Custodian with a successor trustee or custodian of the Depositor's choice by giving 30 days notice of such removal and replacement. The Custodian shall then deliver the assets of the account as directed by the Depositor. However, the Custodian may retain a portion of the assets of the IRA as a reserve for payment of any anticipated remaining fees and expenses,

and shall pay over any remainder of this reserve to the successor trustee or custodian upon satisfaction of such fees and expenses.

- (c) The Custodian may resign and demand that the Depositor appoint a successor trustee or custodian of this IRA by giving the Depositor written notice at least 30 days prior to the effective date of such resignation. The Depositor shall then have 30 days from the date of such notice to designate a successor trustee or custodian, notify the Custodian of the name and address of the successor trustee or custodian, and provide the Custodian with appropriate evidence that such successor has accepted the appointment and is qualified to serve as trustee or custodian of an individual retirement account.
- (1) If the Depositor designates a successor trustee or custodian and provides the Custodian evidence of the successor's acceptance of appointment and qualification within such 30-day period, the Custodian shall then deliver all of the assets held by the Custodian in the account (whether in cash or personal or real property, wherever located, and regardless of value) to the successor trustee or custodian.
  - (2) If the Depositor does not notify the Custodian of the appointment of a successor trustee or custodian within such 30 day period, then the Custodian may distribute all of the assets held by the Custodian in the account (whether in cash or personal or real property, wherever located, and regardless of value) to the Depositor, outright and free of trust, and the Depositor shall be wholly responsible for the tax consequences of such distribution.

In either case, the Custodian may expend any assets in the account to pay expenses of transfer (including re-registering the assets and preparation of deeds, assignments, and other instruments of transfer or conveyance) to the successor trustee or custodian or the Depositor, as the case may be. In addition, the Custodian may retain a portion of the assets as a reserve for payment of any anticipated remaining fees and expenses. Upon satisfaction of such fees and expenses, the Custodian shall pay over any remainder of the reserve to the successor trustee or custodian or to the Depositor, as the case may be.

**9.05 Custodian's Fees and Expenses:**

- (a) The Depositor agrees to pay the Custodian any and all fees specified in the Custodian's current published fee schedule for establishing and maintaining this Roth IRA, including but not limited to any fees for distributions from, transfers from, and terminations of this Roth IRA. The Custodian may change its fee schedule at any time by giving the Depositor 30 days prior written notice.
- (b) The Depositor agrees to pay any expenses incurred by the Custodian in the performance of its duties in connection with the account. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind whatsoever that may be levied or assessed with respect to such account.
- (c) All such fees, taxes, and other administrative expenses charged to the account shall be collected either from the assets in the account or from any contributions to or distributions from such account if not paid by the Depositor, but the Depositor shall be responsible for any deficiency.
- (d) In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the Custodial Funds, the Custodian reserves the right to withhold any payment from the Custodial Account, to request a court ruling to determine the disposition of the Custodial assets, and to charge the Custodial Account for any expenses incurred in obtaining such legal determination.

**9.06 Withdrawal Requests:** All requests for withdrawal shall be in writing on the form provided by the Custodian. Such written notice must also contain the reason for the withdrawal and the method of distribution being requested. The Custodian reserves the right to reject any withdrawal request it may deem appropriate and to apply to a court of competent jurisdiction to make a determination with respect to the proper party eligible to receive a distribution from the account.

**9.07 Responsibilities:** Depositor agrees that all information and instructions given to the Custodian by the Depositor are complete and accurate and that the Custodian shall not be responsible for any incomplete or inaccurate information provided by the Depositor or Depositor's beneficiary(ies). Depositor and Depositor's beneficiaries agree to be responsible for all tax consequences arising from contributions to and distributions from this Custodial Account and acknowledges that no tax advice has been provided by the Custodian.

**9.08 Designation of Beneficiary:**

- (a) Except as may be otherwise required by State law, in the event of the Depositor's death, the balance in the account shall be paid to the beneficiary or beneficiaries designated by the Depositor on a beneficiary designation form acceptable to and filed with the Custodian. The Depositor may change the Depositor's beneficiary or beneficiaries at any time by filing a new beneficiary designation with the Custodian. If no beneficiary designation is in effect, if none of the named beneficiaries survive the Depositor, or if the Custodian cannot locate any of the named beneficiaries after reasonable search, any balance in the account will be payable to the Depositor's estate.
- (b) If the Custodian permits, in the event of the Depositor's death, any beneficiary may name a subsequent beneficiary(ies) to receive the balance of the account to which such beneficiary is entitled upon the death of the original beneficiary by filing a Subsequent Beneficiary Designation Form acceptable to and filed with the Custodian. Payments to such subsequent beneficiary(ies) shall be distributed in accordance with the payment schedule applicable to the original beneficiary. In no event can any subsequent beneficiary be treated as a designated beneficiary of the Depositor. The preceding sentence shall not apply with respect to the subsequent beneficiary(ies), if any, of an original spouse beneficiary where the Depositor dies before his or her required beginning date. In this case, the original spouse beneficiary is treated as the Depositor. If the balance of the account has not been completely distributed to the original beneficiary and such beneficiary has not named a subsequent beneficiary or no named subsequent beneficiary is living on the date of the original beneficiary's death, such balance shall be payable to the estate of the original beneficiary.

**9.09 Spousal Beneficiary Provisions:** Notwithstanding the provisions of Article 5.03, if the Depositor's only primary beneficiary is the surviving spouse, such spouse may elect to be treated as a non-spouse beneficiary for purposes of the provisions of Articles 5.01 and 5.02, but including the special rule provided under section 401(a)(9)(B)(iv) of the Code. Thus, a surviving spouse beneficiary may remain the beneficiary of the deceased spouse's Roth IRA and be able to take death distributions under the five year rule or the exception to the five year rule, including the ability to wait to begin receiving distributions over his or her single life expectancy by December 31 of the year the deceased spouse would have attained the age of 70½ had he or she lived, if this date is later than the December 31 immediately following the year of death. In addition, if the surviving spouse is not the sole beneficiary of the Roth IRA, in addition to the provisions of Articles 5.01 and 5.02, the surviving spouse beneficiary may elect to treat his or her beneficial portion of the deceased spouse's Roth IRA as his or her own Roth IRA.

**9.10 Responsibility for Determining Eligibility for Conversion Contributions:** Notwithstanding the provisions of the third sentence of Article II, the Depositor agrees to be solely responsible for determining eligibility to convert any of the Depositor's traditional IRAs or an employer's plan to a Roth IRA. The conversion eligibility requirements are eliminated for years after December 31, 2009.

**9.11 Combining Regular Roth IRA Contributions with Roth Conversion Contributions:** The Depositor may combine regular Roth IRA contributions in the same Roth IRA account as Roth IRA conversion contributions. The Depositor agrees to designate each deposit as either a regular Roth IRA contribution (and the tax year to which it relates) or a Roth IRA conversion contribution. The Depositor further agrees that he/she will be solely responsible for any recordkeeping of such deposits as determined or required by the Internal Revenue Service, including but not limited to, the timing, ordering and taxation of any distributions.

**9.12 Death Benefit Default Provisions:** If the Depositor dies and the beneficiary does not select a method of distribution described in Article V, Section 5.01(a) or (b) by the December 31st following the year of the Depositor's death, then distributions will be made pursuant to the single life expectancy of the Designated Beneficiary determined in accordance with IRS regulations. However, no payment will be made until the beneficiary provides the Custodian with a proper distribution request acceptable to the Custodian and other documentation that may be required by the Custodian. A beneficiary may at any time request a complete distribution of his or her remaining interest in the Custodial Account. The Custodian reserves the right to require a minimum balance in the account in order to make periodic payments from the account.

- 9.13 **Transitional Rule for Determining Required Minimum Distributions for Calendar Year 2002:** Unless the Custodian provides otherwise, if a beneficiary is subject to required minimum distributions for calendar year 2002, such individual may elect to apply the 1987 proposed regulations, the 2001 proposed regulations, or the 2002 final regulations in determining the amount of the 2002 required minimum. However, the Custodian, in its sole discretion, reserves the right to perform any required minimum distribution calculations through its data systems or otherwise based upon any of the three sets of regulations delineated in the previous sentence.

**ARTICLE X**  
**SELF-DIRECTED IRA PROVISIONS**

- 10.01 **Investment of Contributions:** At the direction of the Depositor (or the direction of the beneficiary upon the Depositor's death) the Custodian shall invest all contributions to the account and earnings thereon in investments acceptable to the Custodian, which may include marketable securities traded on a recognized exchange or "over the counter" (excluding any securities issued by the Custodian), covered call options, certificates of deposit, and other investments to which the Custodian consents, in such amounts as are specifically selected and specified by Depositor in orders to the Custodian in such form as may be acceptable to the Custodian, without any duty to diversify and without regard to whether such property is authorized by the laws of any jurisdiction as a Custodial investment. The Custodian shall be responsible for the execution of such orders and for maintaining adequate records thereof. However, if any such orders are not received as required, or, if received, are unclear in the opinion of the Custodian, all or a portion of the contribution may be held uninvested without liability for loss of income or appreciation, and without liability for interest pending receipt of such orders or clarification, or the contribution may be returned. The Custodian may, but need not, establish programs under which cash deposits in excess of a minimum set by it will be periodically and automatically invested in interest-bearing investment funds. The Custodian shall have no duty other than to follow the written investment directions of the Depositor, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Depositor.
- 10.02 **Registration:** All assets of the account shall be registered in the name of the Custodian or of a suitable nominee. The same nominee may be used with respect to assets of other investors whether or not held under agreements similar to this one or in any capacity whatsoever. However, each Depositor's account shall be separate and distinct; a separate account therefore shall be maintained by the Custodian, and the assets thereof shall be held by the Custodian in individual or bulk segregation either in the Custodian's vaults or in depositories approved by the Securities and Exchange Commission under the Securities Exchange Act of 1934.
- 10.03 **Investment Advisor:** The Depositor may appoint an Investment Advisor, qualified under Section 3(38) of the Employee Retirement Income Security Act of 1974, to direct the investment of his Roth IRA. The Depositor shall notify the Custodian in writing of any such appointment by providing the Custodian a copy of the instruments appointing the Investment Advisor and evidencing the Investment Advisor's acceptance of such appointment, an acknowledgement by the Investment Advisor that it is a fiduciary of the account, and a certificate evidencing the Investment Advisor's current registration under the Investment Advisor's Act of 1940. The Custodian shall comply with any investment directions furnished to it by the Investment Advisor, unless and until it receives written notification from the Depositor that the Investment Advisor's appointment has been terminated. The Custodian shall have no duty other than to follow the written investment directions of such Investment Advisor and shall be under no duty to question said instructions, and the Custodian shall not be liable for any investment losses sustained by the Depositor.
- 10.04 **No Investment Advice:** The Custodian does not assume any responsibility for rendering advice with respect to the investment and reinvestment of Depositor's account and shall not be liable for any loss which results from Depositor's exercise of control over his account. The Custodian and Depositor may specifically agree in writing that the Custodian shall render such advice, but the Depositor shall still have and exercise exclusive responsibility for control over the investment of the assets of his account, and the Custodian shall not have any duty to question his investment directives.
- 10.05 **Prohibited Transactions:** Notwithstanding anything contained herein to the contrary, the Custodian shall not lend any part of the corpus or income of the account to; pay any compensation for personal services rendered to the account to; make any part of its services available on a preferential basis to; acquire for the account any property, other than cash, from; or sell any property to, any Depositor, any member of a Depositor's family, or a corporation controlled by any Depositor through the ownership, directly or indirectly, of 50 percent or more of the total combined voting power of all classes of stock entitled to vote, or of 50 percent or more of the total value of shares of all classes of stock of such corporation.
- 10.06 **Unrelated Business Income Tax:** If the Depositor directs investment of the account in any investment which results in unrelated business taxable income, it shall be the responsibility of the Depositor to so advise the Custodian and to provide the Custodian with all information necessary to prepare and file any required returns or reports for the account. As the Custodian may deem necessary, and at the Depositor's expense, the Custodian may request a taxpayer identification number for the account, file any returns, reports, and applications for extension, and pay any taxes or estimated taxes owed with respect to the account. The Custodian may retain suitable accountants, attorneys, or other agents to assist it in performing such responsibilities.
- 10.07 **Disclosures and Voting:** The Custodian shall deliver, or cause to be executed and delivered, to Depositor all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the account. The Custodian shall not vote any shares of stock or take any other action, pursuant to such documents, with respect to such assets except upon receipt by the Custodian of adequate written instructions from Depositor.
- 10.08 **Miscellaneous Expenses:** In addition to those expenses set out in Section 9.05 of this plan, the Depositor agrees to pay any and all expenses incurred by the Custodian in connection with the investment of the account, including expenses of preparation and filing any returns and reports with regard to unrelated business income, including taxes and estimated taxes, as well as any transfer taxes incurred in connection with the investment or reinvestment of the assets of the account.
- 10.09 **Nonbank Custodian Provision:** If the Custodian is a nonbank Custodian, the Depositor shall substitute another trustee or custodian in place of the Custodian upon receipt of notice from the Commissioner of the Internal Revenue Service or his delegate that such substitution is required because the Custodian has failed to comply with the requirements of Income Tax Regulations Section 1.408-2(e), or is not keeping such records, making such returns, or rendering such statements as are required by applicable law, regulations, or other rulings. The successor trustee or custodian shall be a bank, insured credit union, or other person satisfactory to the Secretary of the Treasury pursuant to Section 408(a)(2) of the Code. Upon receipt by the Custodian of written acceptance by its successor of such successor's appointment, Custodian shall transfer and pay over to such successor the assets of the account (less amounts retained pursuant to Section 9.04 of the Custodial Agreement) and all records (or copies thereof) of the Custodian pertaining thereto, provided that the successor trustee or custodian agrees not to dispose of any such records without the Custodian's consent.

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**General Instructions**

(Section references are to the Internal Revenue Code unless otherwise noted.)

**Purpose of Form** - Form 5305-RA is a model Custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian. This account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

**Do not** file Form 5305-RA with the IRS. Instead, keep it with your records.

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the Depositor's gross income; and distributions after 5 years that are made when the Depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the Custodian

must give the Depositor, see Pub. 590-A, Contributions to Individual Retirement Arrangements (IRAs), and 590-B, Distributions from Individual Retirement Arrangements (IRAs).

**Definitions**

**Custodian.** The Custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as Custodian.

**Depositor.** The Depositor is the person who establishes the Custodial account.

**Specific Instructions**

**Article I.** The Depositor may be subject to a 6% tax on excess contributions if **(1)** contributions to other individual retirement arrangements of the Depositor have been made for the same tax year, **(2)** the Depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or **(3)** the Depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year.

**Article V.** This article describes how distributions will be made from the Roth IRA after the Depositor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the Depositor's intent. Under paragraph 3 of Article V, the Depositor's spouse is treated as the owner of the Roth IRA upon the death of the Depositor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary, and not the owner, an overriding provision should be added to Article IX.

**Article IX.** Article IX and any that follow it may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Depositor, etc. Attach additional pages if necessary.

# ROTH IRA DISCLOSURE STATEMENT

## RIGHT TO REVOKE YOUR ROTH IRA ACCOUNT

You may revoke your Roth IRA within 7 days after you sign the Roth IRA Adoption Agreement by hand-delivering or mailing a written notice to the name and address indicated on the Roth IRA Adoption Agreement. If you revoke your account by mailing a written notice, such notice must be postmarked by the 7th day after you sign the Adoption Agreement. If you revoke your Roth IRA within the 7 day period you will receive a refund of the entire amount of your contributions to the Roth IRA without any adjustment for earnings or any administrative expenses. If you exercise this revocation, we are still required to report the contribution on Form 5498 (except transfers) and the revoked distribution on Form 1099-R.

## GENERAL REQUIREMENTS OF A ROTH IRA

- Your contributions must be made in cash, unless you are making a qualified rollover or transfer contribution and the Custodian accepts non-cash rollover or transfer contributions.
- The annual contributions you make on your behalf to all of your Roth IRAs and traditional IRAs may not exceed the lesser of 100% of your compensation or the "applicable annual dollar limitation" (defined below), unless you are making a qualified rollover or transfer contribution.
- Your regular annual Roth IRA contributions for any taxable year may be deposited at any time during that taxable year and up to the due date for the filing of your Federal income tax return for that taxable year, no extensions. This generally means April 15th of the following year.
- The Custodian of your Roth IRA must be a bank, savings and loan association, credit union or a person who is approved to act in such a capacity by the Secretary of the Treasury.
- No portion of your Roth IRA funds may be invested in life insurance contracts.
- Your interest in your Roth IRA is nonforfeitable at all times.
- The assets in your Roth IRA may not be commingled with other property except in a common Custodial fund or common investment fund.
- You may not invest the assets of your Roth IRA in collectibles (as described in Section 408(m) of the Internal Revenue Code.) A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property specified by the IRS. However, if the Custodian permits, specially-minted US gold, silver, and platinum coins and certain state-issued coins are permissible Roth IRA investments. Beginning on 1/1/98, you may also invest in certain gold, silver, platinum or palladium bullion, if the trustee or custodian permits. Such bullion must be in the physical possession of the Roth IRA trustee or custodian.

## WHO IS ELIGIBLE TO MAKE A REGULAR ROTH IRA CONTRIBUTION?

You are permitted to make regular contributions to your Roth IRA for any taxable year if you receive compensation for such taxable year. Compensation includes salaries, wages, tips, commissions, bonuses, alimony, royalties from creative efforts and "earned income" in the case of self-employed. Members of the Armed Forces who serve in combat zones who receive compensation that is otherwise non-taxable, are considered to have taxable compensation for purposes of making regular Roth IRA contributions. The amount which is permitted to be contributed depends upon your modified adjusted gross income (Modified AGI); your marital status; and your tax filing status discussed below.

## CONTRIBUTIONS TO A ROTH IRA

**Regular Roth IRA Contributions** - The maximum amount you may contribute for any year is the lesser of 100% of your compensation or the "applicable annual dollar limitation" (described below). Your actual contribution limit depends upon your marital status, tax filing status, and your Modified AGI.

Applicable Annual Dollar Limitation	
Tax Year	Contribution Limit
2001	\$2,000
2002 through 2004	\$3,000
2005 through 2007	\$4,000
2008 through 2012	\$5,000
2013 through 2018	\$5,500
2019 through 2020	\$6,000

After 2018, the \$5,500 annual limit will be subject to cost-of living increases in increments of \$500, rounded to the lower increment. This means that it may take several years beyond 2018 for the \$5,500 annual limit to increase to \$6,000. All regular contributions (including catch-up contributions) to a Roth IRA are nondeductible. The maximum amount you may contribute to a Roth IRA is reduced by any contributions you make to all of your traditional IRAs for the same tax year.

**Catch-up Contributions** - If an individual has attained the age of 50 before the close of the taxable year for which an annual contribution is being made and meets the other eligibility requirements for making regular Roth IRA contributions, the annual Roth IRA contribution limit for that individual would be increased as follows:

Tax Year	Normal Limit	Additional Catch-up*	Total Contribution
2002	\$3,000	\$ 500	\$3,500
2003	\$3,000	\$ 500	\$3,500
2004	\$3,000	\$ 500	\$3,500
2005	\$4,000	\$ 500	\$4,500
2006	\$4,000	\$1,000	\$5,000
2007	\$4,000	\$1,000	\$5,000
2008 – 2012	\$5,000	\$1,000	\$6,000

2013 – 2018	\$5,500	\$1,000	\$6,500
2019 - 2020	\$6,000	\$1,000	\$7,000

\*The additional catch-up amount for Roth IRAs is not subject to COLAs.

**Special IRA Catch-up Contributions for Certain Section 401(k) Participants No Longer Available** - Special Roth IRA catch-up contributions are permitted for each of years 2007, 2008 and 2009 equal to the applicable year's age-50 catch-up limit multiplied by 3. To be eligible for this special catch-up Roth IRA contribution, the individual must have been a participant in an employer's §401(k) plan where employer-matching contributions were being made at the rate of at least 50% of the participant's deferrals with employer stock and such employer is in bankruptcy and is subject to an indictment or conviction. The individual is not required to be age 50 in order to take advantage of this rule. However, if the individual is age 50 or over, he or she may not contribute the age-50 catch-up amount in addition to this special catch-up.

The deadline for making such special catch-up contributions was the normal deadline for the applicable year. For example, an eligible individual takes advantage of this rule for calendar year 2008. The normal regular Roth IRA contribution limit for 2008 was \$5,000 and the normal age-50 catch-up contribution limit for 2008 was \$1,000. The eligible individual could contribute the \$5,000 normal limit plus a special catch-up contribution of \$3,000 for a total of \$8,000. The deadline for making this contribution was the 2008 tax filing deadline, no extensions.

**Modified Adjusted Gross Income** - The amount of your regular annual Roth IRA contribution depends upon your Modified Adjusted Gross Income (MAGI) for the taxable year and your marital status. If your MAGI is below a certain amount, you can contribute the entire contribution subject to the dollar limit. If your MAGI is above a certain amount, you cannot make any regular contribution to a Roth IRA. If your MAGI is between certain amounts, you are entitled to making a partial Roth IRA contribution. You are responsible for keeping track of your Roth IRA contributions so that you can report Roth IRA distributions on IRS Form 8606. Refer to the chart below for the MAGI ranges. The MAGI ranges are subject to cost-of-living adjustments. Also refer to IRS Publication 590-A for additional information.

	Married Participants Filing Jointly	Unmarried Participants	Married Participants Filing Separately*
1998 – 2006	\$150,000 - \$160,000	\$ 95,000 - \$110,000	\$0 - \$10,000
2007	\$156,000 - \$166,000	\$ 99,000 - \$114,000	\$0 - \$10,000
2008	\$159,000 - \$169,000	\$101,000 - \$116,000	\$0 - \$10,000
2009	\$166,000 - \$176,000	\$105,000 - \$120,000	\$0 - \$10,000
2010	\$167,000 - \$177,000	\$105,000 - \$120,000	\$0 - \$10,000
2011	\$169,000 - \$179,000	\$107,000 - \$122,000	\$0 - \$10,000
2012	\$173,000 - \$183,000	\$110,000 - \$125,000	\$0 - \$10,000
2013	\$178,000 - \$188,000	\$112,000 - \$127,000	\$0 - \$10,000
2014	\$181,000 - \$191,000	\$114,000 - \$129,000	\$0 - \$10,000
2015	\$183,000 - \$193,000	\$116,000 - \$131,000	\$0 - \$10,000
2016	\$184,000 - \$194,000	\$117,000 - \$132,000	\$0 - \$10,000
2017	\$186,000 - \$196,000	\$118,000 - \$133,000	\$0 - \$10,000
2018	\$189,000 - \$199,000	\$120,000 - \$135,000	\$0 - \$10,000
2019	\$193,000 - \$203,000	\$122,000 - \$137,000	\$0 - \$10,000

**Spousal Roth IRAs** - If you and your spouse file a joint tax return and have unequal compensation (including no compensation for one spouse or one spouse who chooses to be treated as receiving no compensation) you may establish separate Roth IRAs for each spouse. The total annual contribution limit for both Roth IRAs may not exceed 100% of the combined compensation for both spouses, but neither Roth IRA may accept more than the Applicable Annual Dollar Limitation per spouse, plus the additional catch-up amount, if applicable.

The maximum Roth IRA contribution for the spouse is then reduced by:  
1. regular traditional IRA contributions made on behalf of such spouse; and  
2. Roth IRA contributions made on behalf of such spouse.

This annual limit may be further reduced if the Modified AGI exceeds the levels discussed above.

**\$200 Minimum Roth IRA Contribution** - If you fall into any of the categories listed above, your minimum allowable Roth IRA contribution will be \$200 until phased out under the appropriate marital status. In other words, if your Roth IRA contribution amount calculated under the appropriate dollar amounts discussed above results in a contribution between \$0 and \$200, your permitted contribution is \$200 instead of the calculated amount. If the result is not a multiple of \$10, round up to the nearest \$10.

**Modified AGI** - Modified AGI does not include any conversions to a Roth IRA and included in income. Modified AGI is determined before deductible traditional IRA contributions. Effective for distributions after December 31, 2004, Modified AGI does not include any amounts that are required minimum distributions pursuant to section 408(a)(6) only for purposes of determining eligibility for conversion contributions.

**Miscellaneous Contribution Rules** - Contributions are permitted after you attain age 70½, so long as you have compensation and meet the AGI limits described above. Contributions are permitted regardless of whether you are an active participant in an employer-sponsored plan.

**Special Rules for Qualified Reservist Distributions** – Qualified Reservist Distributions withdrawn from a Roth IRA are eligible to be repaid to a Roth IRA within a 2-year period after the end of active duty. A Qualified Reservist Distribution is a distribution received from a Roth IRA by members of the National Guard or reservists who are called to active duty for a period of at least 180 days and such distribution is taken during the period of such active duty. This provision is retroactively effective with respect to distributions after September 11, 2001, for individuals called to active duty after September 11, 2001. The repayments are not treated as tax-free rollovers. Instead, the repayments become basis in the Roth IRA.

**EXCESS CONTRIBUTIONS TO A ROTH IRA**

Generally, an excess Roth IRA contribution is any contribution which exceeds the contribution limits. Such excess amount is subject to a 6% excise tax on the principal remaining amount of the excess each year until the excess is corrected.

**Method of Withdrawing Excess in a Timely Manner (Applies to Excesses Removed Prior to 2018)** - This 6% excise tax may be avoided, if the excess amount plus the earnings attributable to the excess are distributed to you by your tax filing deadline including extensions *for the year during which the excess contribution was made*. If you decide to correct your excess in this manner, the principal amount of the excess returned to you is not taxable; however, the earnings attributable to the excess are taxable to you in the year in which the contribution was made. In addition, if you are under age 59½, the earnings attributable to the excess amount are subject to a 10% additional income tax. This is the only method of correcting an excess contribution that will avoid the 6% excise tax. The earnings attributable to an excess contribution will always be taxable, even if you would otherwise meet the definition of a "qualified distribution" discussed later.

**Method of Withdrawing Excess in a Timely Manner (Applies to Excesses Removed After 2017)**- This 6% excise tax may be avoided, if the excess amount plus the earnings attributable to the excess are distributed to you by your tax filing deadline including extensions *for the year for which the excess contribution was made*. If you decide to correct your excess in this manner, the principal amount of the excess returned to you is not taxable; however, the earnings attributable to the excess are taxable to you in the year in which the contribution was made. In addition, if you are under age 59 1/2, the earnings attributable to the excess amount are subject to a 10% additional income tax. This is the only method of correcting an excess contribution that will avoid the 6% excise tax. The earnings attributable to an excess contribution will always be taxable, even if you would otherwise meet the definition of a "qualified distribution" discussed later.

**Undercontribution Method** - If an excess is not corrected by the tax filing deadline, including extensions, for the year during which the excess contribution was made, such excess contribution may be applied, on a year-by-year basis, against the annual limit for regular Roth IRA contributions. However, in order to "carry over" the excess contribution and treat it as a contribution made for a subsequent year, the participant must meet the eligibility requirements for the subsequent year. In addition, the taxpayer is subject to the 6% excise tax for the initial year and each subsequent year until the excess is used up.

## CONTRIBUTION RECHARACTERIZATIONS

You may be able to recharacterize certain contributions under the following two different circumstances:

1. By recharacterizing a current year regular contribution plus earnings explained in this section; or
2. By recharacterizing a conversion made to a Roth IRA by transferring the amount plus earnings back to a traditional IRA discussed in the next section under the heading "Conversion from a Traditional IRA or an Employer Plan to a Roth IRA". Beginning 1/1/2018, recharacterizations of conversions made after 12/31/2017 are no longer permitted.

If you decide by your tax filing deadline (including extensions) of the year for which the contribution was made to transfer a current year contribution plus earnings from your traditional IRA to a Roth IRA, no amount will be included in your gross income as long as you did not take a deduction for the amount of the contribution. You may also recharacterize a current year contribution plus earnings from your Roth IRA to a traditional IRA by your tax filing deadline including extensions of the year for which the contribution was made.

In order to recharacterize a regular contribution from one type of IRA to another type of IRA, you must be eligible to make a regular contribution to the IRA to which the contribution plus earnings is recharacterized. All recharacterizations must be accomplished as a direct transfer, rather than a distribution and subsequent rollover.

You are also required to report recharacterizations to the IRS in accordance with the instructions to IRS Form 8606. Prior year excess contributions made to an IRA that are carried over to a subsequent year cannot be recharacterized as a current year contribution to another IRA. Only actual contributions made for a taxable year may be recharacterized. Any recharacterized contribution (whether a regular contribution or a pre-2018 conversion) cannot be revoked after the transfer. You are required to notify both custodians (and trustees) and to provide them with certain information in order to properly effectuate such a recharacterization.

## ROLLOVER ROTH IRAs

**Rollover Contribution from Another Roth IRA** - A rollover contribution from another Roth IRA is any amount you receive from one Roth IRA and within 60 days roll some or all of it over into another Roth IRA. You are not required to roll over the entire amount received from the first Roth IRA. However, any taxable amount (generally earnings) you do not roll over will be taxed at ordinary income tax rates for Federal income tax purposes and may be subject to the 10% additional income tax.

The following special rules also apply to rollovers between Roth IRAs:

- The rollover must be completed no later than the 60th day after the day the distribution was received by you from the first Roth IRA. However, if the reason for distribution was for qualified first time home buyer expenses and there has been a delay or cancellation in the acquisition of such first home, the 60 day rollover period is increased to 120 days. This 60 day rollover period is also extended in cases of disaster or casualty beyond the reasonable control of the taxpayer.
- Beginning in 2015, you can make only one rollover from an IRA to another (or the same) IRA in any 12-month period, regardless of the number of IRAs you own. The limit will apply by aggregating all of an individual's IRAs, including SEP and SIMPLE IRAs as well as traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit. (See IRS Publication 590-A for more information).
- The same property you receive in a distribution from the first Roth IRA must be the same property you roll over into the second Roth IRA. For example, if you receive a distribution from a Roth IRA of property, such as stocks, that same stock must be the property rolled over into the second Roth IRA.
- You are required to make an irrevocable election indicating that this transaction will be treated as a rollover contribution.
- You are not required to receive a complete distribution from your Roth IRA in order to make a rollover contribution into another Roth IRA, nor are you required to roll over the entire amount you received from the first Roth IRA into the second Roth IRA.
- If you inherit a Roth IRA due to the death of the participant, you may not roll this Roth IRA into your own Roth IRA unless you are the spouse of the deceased Roth IRA participant.

**Rollovers From a Designated Roth Contribution Account Under Employer-Sponsored Plans** – Effective for Eligible Rollover Distributions after December 31, 2005, amounts attributable to the participant's Designated Roth Contribution Account under an employer's §401(k) plan, §403(b) plan, or governmental 457(b) plan are eligible to roll over to a Roth IRA as either a direct rollover or a 60-day rollover. After such amounts have been rolled over to a Roth IRA, these amounts cannot be subsequently rolled back to an employer's plan.

**Effect of 5-Year Aging** – If the Roth IRA owner has already started the 5-year aging on any Roth IRA, the rollover of the Designated Roth Contribution Account under the employer’s plan has the same 5-year period start date. However, if the Roth IRA owner establishes a Roth IRA for the first time with the rollover of the Designated Roth Contributions Account under the employer’s plan, a new 5-year aging period starts with respect to the rollover amount, regardless of the period of participation in the employer’s plan.

**Effect on Ordering Rules for Subsequent Distributions from the Roth IRA** – If a Roth IRA owner rolls over his or her Designated Roth Contributions Account under an employer’s plan, the Roth IRA owner is responsible for keeping track of the rollover in the following manner for purposes of determining taxable distributions from the Roth IRA:

- If the distribution from the employer’s plan is a “nonqualified distribution”, the Roth IRA owner adds the basis amount (contributions) to his or her other regular Roth IRA contributions, and adds the earnings to the earnings.
- If the distribution from the employer’s plan is a “qualified distribution”, the Roth IRA owner adds the entire amount of the rollover to his or her other regular Roth IRA contributions.

**Partial Rollovers** - If a distribution representing the participant’s Designated Roth Contribution Account is eligible to roll over and it is paid to the participant, and the participant rolls over to a Roth IRA only a portion of the distribution, the amount not rolled over is treated as first consisting of the nontaxable portion (the contributions). Thus, the amount rolled over is treated first as the taxable earnings and no amount is taxable to the participant if the amount of the rollover is equal to or greater than the amount of the earnings attributable to the distribution received by the employee. Proper adjustments to the ordering rules explained above are necessary in the case of a partial rollover.

**Special Rollover Rules for Qualified Hurricane Distributions, Qualified Wildfire Distributions and Certain Other Presidentially Declared Disaster Areas**– Qualified Disaster Distributions (QDDs) include Qualified Hurricane Distributions, Qualified Wildfire Distributions and other disaster areas as declared by the President. Qualified Disaster Distributions withdrawn from a Roth IRA are eligible to be rolled over to a Roth IRA within a 3-year period after the eligible individual received such distribution. More information on Qualified Hurricane Distributions and other tax relief provisions applicable to affected individuals of Hurricanes Harvey, Irma and Maria as well as other disaster relief can be found on the IRS website at <https://www.irs.gov/newsroom/around-the-nation>. Taxpayers using these tax relief provisions must file Form 8915 with his or her Federal income tax return. The maximum amount of a QHD is \$100,000 per taxpayer; is not subject to the premature distribution penalty tax of 10%, and will be taxed pro rata over a 3 year period unless the taxpayer elects to pay all of the taxes in the year of the distribution. See the instructions to Form 8915 for more information.

**Special Rules for Qualified Settlement Income Received from Exxon Valdez Litigation** - Any qualified taxpayer who receives qualified settlement income during the taxable year, at any time before the end of the taxable year in which such income was received, make one or more contributions to an eligible retirement plan of which such qualified taxpayer is a beneficiary in an aggregate amount not to exceed the lesser of: (a) \$100,000 (reduced by the amount of qualified settlement income contributed to an eligible retirement plan in prior taxable years); or (b) the amount of qualified settlement income received by the individual during the taxable year.

The contribution will be deemed made on the last day of the taxable year in which such income is received if the contribution is made on account of such taxable year and is made not later than the deadline for filing the income tax return for such year, not including extensions thereof.

If the settlement income is contributed to a Roth IRA such income is currently includible in the taxpayer’s gross income and becomes basis in such Roth IRA.

A qualified taxpayer means:

1. Any individual who is a plaintiff in the civil action In re Exxon Valdez, No. 89-095-CV (HRH) (Consolidated) (D. Alaska); or
2. Any individual who is a beneficiary of the estate of such a plaintiff who acquired the right to receive qualified settlement income from that plaintiff and was the spouse or an immediate relative of that plaintiff.

**Special Rollover Rules for Military Death Gratuity and SGLI Payments** – In general the beneficiary of Death Gratuity and the SGLI (Servicemember’s Group Life Insurance) may roll these payments into a Roth IRA in the name of the recipient of such payments, without regard to any adjusted gross income limitations. Such Roth IRA will not be an inherited IRA but rather the Roth IRA will be in the beneficiary’s own name. Such rule is effective with deaths occurring after June 17, 2008. However, if the payment was made due to a death that occurred after October 7, 2001, and before June 17, 2008, a recipient can still roll such amounts over to a Roth IRA as long as the rollover is completed by June 17, 2009.

The rollover to the Roth IRA must generally be completed within one year following the receipt of the payment. These payments are not taxable to the recipient. The trustee, custodian or issuer of the Roth IRA is not required to independently verify that such amounts are eligible to roll over to the Roth IRA. It is also important to note that recipients these amounts may be a spouse or other family member, and the rollover would go into the Roth IRA as the recipient’s own Roth IRA, not an inherited Roth IRA. Whether or not distributions from the Roth IRA are “qualified distributions” where the earnings would be tax-free would depend upon the 5-year aging period and reason for distribution applicable to any Roth IRA distribution that is a “qualified distribution”.

For purposes of the ordering rules applicable to nonqualified distributions from Roth IRAs, these amounts are treated as contributions to the Roth IRA, not as conversions. This means that these amounts may be immediately withdrawn for any purpose and not be taxed or subject to penalty.

**Rollover of Amounts Received in Airline Carrier Bankruptcy** – Effective December 11, 2008, a “qualified airline employee” may contribute any portion of an “airline payment” amount to a Roth IRA within 180 days of receipt of such payment (or, if later, within 180 days of the enactment of the Worker, Retiree and Employer Recovery Act of 2008). Such contribution is treated as a qualified rollover contribution to the Roth IRA, and as such, the airline payment is includible in gross income of the recipient to the extent it would be so includible were it not part of the rollover contribution.

An “airline payment” means any payment by a commercial airline carrier to a “qualified airline employee” that is paid: (1) under an order of a Federal bankruptcy court in a case filed after September 11, 2001, and before January 1, 2007; and (2) in respect of the employee’s interest in a bankruptcy claim against the airline carrier.

In determining the amount that may be contributed to a Roth IRA, any reduction in the airline payment on account of employment tax withholding is disregarded. A “qualified airline employee” is an employee or former employee of a commercial passenger airline who was a participant in a qualified defined benefit plan maintained by the airline carrier that was terminated or became subject to the benefit accrual and other restrictions applicable to plans maintained by commercial passenger airlines.

Effective February 14, 2012, under the FAA Modernization and Reform Act of 2012 ("The Act") certain qualified airline employees may rollover or recharacterize to a Traditional IRA in lieu of a Roth IRA. The Act permits 'qualified airline employees' and their surviving spouses, who received an 'airline payment amount', and did *not* roll over any portion of such payment to a Roth IRA:

- To rollover now to a Traditional IRA 90% of the payment received, and the amount rolled over is excludible from income in the taxable year payment was made;
- The rollover must take place within 180 days after the receipt of the 'airline payment amount' or within 180 days of February 14, 2012, the date of enactment i.e. August 13, 2012, whichever is later.

Additionally, the Act permits 'qualified airline employees' and their surviving spouses who contributed all or a portion of an 'airline payment amount' previously to a Roth IRA:

- To recharacterize up to 90% of such amounts, to a traditional IRA;
- The recharacterization transfer must be made within 180 days of February 14, 2012, the date of enactment i.e. August 13, 2012;
- The IRA owner can then claim a refund of the Federal taxes they previously paid on such transferred funds if made under certain time frames;
- The amount rolled over will be excluded from income in the taxable year payment was made;
- The transfer must be 'trustee to trustee';
- The contribution amount (including any net income allocable to it), rolled into the traditional IRA, will be deemed to have been rolled over at the time of the rollover to the ROTH.

The Act does *not* apply to employees who in the taxable year or any preceding years, when payment were made, were chief executive officers ("CEO") or one of the 4 highest compensated officers (other than the CEO), whose total compensation had to be reported to shareholders (as required by Securities and Exchange Commission Act of 1934). The PATH Act of 2015 extended this rollover deadline to 180 days after enactment or until June 15, 2016.

**Special Rules for Nonspouse Beneficiaries** – For distributions prior to 2007, any distribution from a Designated Roth Contribution Account to a beneficiary other than a surviving spouse was not eligible to be rolled over to a Roth IRA. Beginning in 2007, eligible rollover distributions from a Designated Roth Contribution Account payable to a nonspouse beneficiary are eligible for direct rollover into an Inherited Roth IRA. Such amounts must be paid in the form of a direct rollover, rather than a distribution and subsequent rollover. Thus, if the distribution is paid directly by the plan to the nonspouse beneficiary, no rollover is permitted. Also, the Roth IRA receiving the direct rollover must be an Inherited Roth IRA, rather a Roth IRA owned by the nonspouse beneficiary. The Inherited Roth IRA is subject to the same required minimum distributions that apply to beneficiaries under the employer's plan and carries over to the Inherited Roth IRA. The Roth IRA must be established and titled in a manner that identifies it as a Roth IRA with respect to a deceased individual and also identifies the deceased individual and the beneficiary, for example, "Tom Smith as beneficiary of John Smith".

For these purposes, a nonspouse beneficiary includes an individual beneficiary and a trust beneficiary that meets the special "look through" rules under the IRS regulations. A nonindividual beneficiary (such as an estate or charity) or a non-look through trust is not eligible for direct rollover. Any required minimum distributions applicable to the employer's plan for the year in which the direct rollover occurs and any prior year is not eligible for direct rollover.

**Conversion from a Traditional IRA or an Employer Plan to a Roth IRA** – Prior to 2010, you are permitted to make a qualified rollover contribution from a traditional IRA or an employer plan to a Roth IRA if your Modified AGI (not including the taxable amount converted) for the year during which the distribution is made does not exceed \$100,000 and you are not a married person filing a separate tax return. This is called a "conversion" and may be done at any time without waiting the usual 12 months. After 2009, the conversion eligibility requirements are eliminated. For conversions that occurred no later than 12/31/2017, you are also permitted to recharacterize a conversion made to a Roth IRA if the amount plus earnings is transferred back to a traditional IRA before your tax filing deadline including extensions for the year the amount was distributed from the traditional IRA that was converted to the Roth IRA. Recharacterizations were repealed beginning with conversions that occur in 2018 and subsequent years.

**Taxation in Completing a Conversion from a Traditional IRA or an Employer Plan to a Roth IRA** - If you complete a conversion from a traditional IRA or an employer plan to a Roth IRA, the conversion amount (to the extent taxable) is generally included in your gross income for the year during which the distribution is made that is converted to a Roth IRA. However, the 10% additional income tax for premature distributions does not apply. For taxable conversions made during 1998, you may include the taxable amount of the traditional IRA distribution in income "ratably" over a four-tax-year period beginning in 1998, or include the entire taxable amount of the traditional IRA distribution in income the year of the conversion. Any taxable conversions from a traditional IRA to a Roth IRA after 1998 will be fully includible in income the year in which you receive the distribution that is converted to a Roth IRA. If a taxpayer converts an eligible plan to a Roth IRA in 2010, the entire taxable amount of the conversion can be either: (a) included in gross income for the year of the conversion or (b) included in gross income by including only ½ of the taxable amount the year following the conversion and the remaining ½ of the taxable amount the next year.

**Reconversions** - Once an amount has been properly converted and then is recharacterized back to a traditional IRA, any subsequent conversion of that amount is called a "reconversion". Effective January 1, 2000 through 2017, an IRA owner who converts an amount from a traditional IRA to a Roth IRA during any taxable year and then recharacterizes that amount back to a traditional IRA may not reconvert that amount from the traditional IRA to a Roth IRA before the later of: (a) the taxable year following the taxable year in which the amount was first converted to a Roth IRA; or, (b) the end of the 30-day period beginning on the day on which the IRA owner recharacterizes the amount from the Roth IRA back to a traditional IRA. Any amount previously converted is adjusted for subsequent net income in determining the amount subject to the limitation on subsequent reconversions. Since adverse tax consequences could arise, it is recommended that you seek the advice of your own tax advisor. Beginning in 2018, since recharacterizations of conversions no longer apply, reconversions will also no longer apply.

**Death of Taxpayer** - With respect to 1998 conversions to which the 4-year income spread applied, if the taxpayer dies before including the taxable amounts in income over a 4-year period, all remaining taxable amounts will be included in gross income on the return filed on behalf of the decedent for the taxable year of death. However, if the surviving spouse of such deceased Roth IRA participant is the sole beneficiary of all of the decedent's Roth IRAs, the surviving spouse may elect to continue including the remaining amount in income over the 4-year period as if the surviving spouse were the Roth IRA owner. Conversions in 2010 that are subject to the 2-year income spread are treated in this same manner.

**Income Acceleration** - If a distribution is deemed from a 1998 conversion amount and the taxpayer is spreading the distribution over four years, a special rule applied. If such distribution occurred before all taxable conversion amounts have been included in income, such distribution is accelerated in gross income for that year in addition to that year's one-fourth amount until the original taxable conversion amount has been includible in gross income. These same rules applied to 2010 conversions subject to the 2-year income spread.

**Change in Status** - A change in filing status or a divorce does not affect the application of the 4-year spread for 1998 conversions. Thus, if a married Roth IRA participant who is using the 4-year spread and who was married in 1998 subsequently files separately or divorces before the full taxable conversion has been included in gross income, the remainder of the taxable conversion must be included in the owner's gross income over the remaining years in the 4-year period, unless accelerated due to a distribution or death. These same rules apply to 2010 conversions subject to the 2-year income spread.

**Substantially Equal Payments** - If a taxpayer converts a traditional IRA to a Roth IRA where the traditional IRA was subject to the substantially equal periodic payment exception, the same periodic payments must continue from the Roth IRA. However, for 1998 conversions where the taxpayer is using the 4-year spread rule, the payments from the Roth IRA will be subject to the income acceleration rule. Thus, in addition to the normal 1/4th amount, the substantially equal amount is also includible in the participant's gross income for each year until the full taxable conversion has been so included. This rule also applies to 2010 conversions subject to the 2-year income spread.

**Types of Plans Permitted to be Converted** - Traditional regular IRAs, Rollover "conduit" IRAs, and SEP IRAs may be converted to a Roth IRA, so long as the taxpayer meets the eligibility requirements until 2010 when the conversion eligibility rules were eliminated. A SIMPLE IRA may also be converted to a Roth IRA, but only after such SIMPLE IRA is no longer subject to the 2-year holding period applicable to SIMPLE IRAs. Also, qualified plans, §403(b) plans and governmental §457(b) plans may be converted to a Roth IRA.

**Required Minimum Distributions** - Any required minimum amount must first be distributed before any of the remaining amount can be converted to the Roth IRA.

## DISTRIBUTIONS FROM A ROTH IRA

**Taxation of Distributions** - "Qualified distributions" are neither subject to Federal income tax nor the 10% additional income tax for premature distributions. Nonqualified distributions are taxable to the extent such distribution is attributable to the income earned in the account. When you start withdrawing from your Roth IRA, you may take the distributions in regular payments, random withdrawals or in a single sum payment.

**Qualified Distributions** - A Qualified Distribution is one that is both made:

1. on or after you attain age 59½;
2. to a beneficiary after your death;
3. on account of you becoming disabled (defined under Section 72(m)(7) IRC); or
4. for qualified first time homebuyer expenses.

**AND** made after the end of the five year period beginning with the taxable year for which you first make any contribution to a Roth IRA.

If your first contribution is a conversion from a traditional IRA to a Roth IRA, the five year period begins with the year in which the conversion was made from the first IRA. If your first contribution is a regular contribution, the five year period begins with the year for which the contribution was made. You may maintain only one Roth IRA plan which accepts regular contributions and conversions. Additional contributions or conversions in subsequent years will not start the running of another five year period for purposes of determining whether or not you have received a "Qualified Distribution". If the entire Roth IRA account balance is distributed before any other Roth IRA contributions are made, the 5-year aging period does not start over when future contributions are made.

However, if any of the following situations occur, the 5-year aging period has not yet started:

1. the initial Roth IRA contribution is revoked within its first 7-day period;
2. the initial Roth IRA contribution is recharacterized to a traditional IRA; or
3. an excess contribution, plus earnings, is timely distributed in accordance with section 408(d)(4), by the tax filing deadline including extensions, unless other eligible contributions were made.

**Nonqualified Distributions** - Distributions from a Roth IRA which are made as a nonqualified distribution are treated as made from contributions to the Roth IRA to the extent that such distribution, when added to all previous distributions from the Roth IRA (whether or not they were qualified distributions), and reduced by the taxable amount of such previous distributions, does not exceed the aggregate amount of contributions to the Roth IRA.

In other words, nonqualified distributions are treated as taken from the nontaxable portion first (the contributions) until the aggregate distributions exceed the aggregate contributions. When the aggregate distributions exceed the aggregate contributions, then the earnings will be treated as part of the distribution for taxation purposes. The portion of the nonqualified distribution that represents earnings will be taxable and subject to the 10% additional income tax for premature distributions, unless an exception applies. You are responsible for keeping records on the contributions you make to your Roth IRA and for figuring any taxable, nonqualified distributions from your Roth IRA.

**Distributions Made Before the End of the Five Year Period** - Distributions taken before the end of the five year period are taxable (to the extent you receive the earnings attributable) and are subject to the 10% additional income tax if the participant is not age 59½. However, the 10% additional income tax is avoided if the distribution meets any one of the exceptions under Section 72(t).

**Recapture of the 10% Additional Tax** - The 10% additional tax on early distributions will apply to conversions if the taxpayer is deemed to withdraw any portion of the taxable conversion amount before the end of the five year period commencing the year of conversion contribution, unless an exception under Section 72(t) applies. This is true even if none of the distribution is otherwise taxable.

**Basis Recovery Rules for Distributions from Different IRA Plans** - The taxation of distributions from a Roth IRA shall be treated separately from the taxation of a distribution from other IRA plans. In other words, nondeductible contributions made to your traditional IRA will continue to be recovered tax-free on a ratable basis.

**Ordering Rules - Distributions** from any of your Roth IRAs are to be "deemed" withdrawn in the following order: first from Roth IRA contributions (other than conversions); second from converted amounts on a first-in, first-out basis (with the taxable conversion amount first and then the nontaxable conversion amount); and last from the earnings. In determining these ordering rules, any amount distributed from an individual's Roth IRA is determined as of the end of a taxable year and exhausting each category before moving to the next category. The taxpayer will be required to keep track of these ordering provisions by using IRS Form 8606.

**Multiple Beneficiaries** - At the Roth IRA owner's death and where multiple beneficiaries are named, each type of contribution must be allocated to each beneficiary on a pro-rata basis. Thus, for example, if a Roth IRA owner dies when the Roth IRA contains a regular contribution of \$2,000, a conversion contribution of \$6,000 and earnings of \$1,000, and the owner leaves his Roth IRA equally to four children, each child will receive one quarter of each type of contribution. Pursuant to the ordering rules, an immediate distribution of \$2,000 to one of the children will be deemed to consist of \$500 of regular

contributions, and \$1,500 of conversion contributions.

For purposes of the ordering rules upon distribution, a beneficiary's inherited Roth IRAs may not be aggregated with any other Roth IRAs maintained by such beneficiary, except for other Roth IRAs that the beneficiary inherited from the same decedent. However, if the surviving spouse is the sole beneficiary of a Roth IRA and such surviving spouse elects to treat the Roth IRA as his or her own Roth IRA, the spouse can aggregate contributions with his or her other Roth IRAs for purposes of determining the ordering rules when distributions are taken. The term "spouse as sole beneficiary" means either the only primary beneficiary of the entire plan, or the only primary beneficiary of a segregated portion of the plan.

**Premature Distributions** - If you are under age 59½ and receive a "nonqualified" distribution from your Roth IRA, a 10% additional income tax will apply to the taxable portion (generally the earnings portion) of the distribution unless the distribution is received due to death; disability; a qualifying rollover distribution; the timely withdrawal of the principal amount of an excess; substantially equal periodic payments; certain medical expenses; health insurance premiums paid by certain unemployed individuals; qualified higher education expenses; qualified first time homebuyer expenses; due to an IRS levy; qualified disaster distributions (QDDs); qualified disaster recovery assistance distributions; or qualified reservist distributions.

**Required Distributions** - Unlike a traditional IRA, you are not required to begin distributions when you attain age 70½. Also, the incidental death benefit requirements (referred to as MDIB) do not apply to the Roth IRA.

**Death Distributions** - If you die and you have a designated beneficiary, the balance in your Roth IRA will be distributed to your beneficiary over the beneficiary's single life expectancy. These distributions must commence no later than December 31<sup>st</sup> of the calendar year following the calendar year of your death. However, if your spouse is your sole beneficiary, these distributions are not required to commence until the December 31<sup>st</sup> of the calendar year you would have attained the age of 70½, if that date is later than the required commencement date in the previous sentence. If you die and you do not have a designated beneficiary, the balance in your Roth IRA must be distributed no later than the December 31<sup>st</sup> of the calendar year that contains the fifth anniversary of your death.

#### PROHIBITED TRANSACTIONS WITH A ROTH IRA

If you or your beneficiary engage in a prohibited transaction (as defined under Section 4975 of the Internal Revenue Code) with your Roth IRA, it will lose its tax exemption and you must include the taxable portion of your account in your gross income for that taxable year and may also be subject to the 10% additional tax. If you pledge any portion of your Roth IRA as collateral for a loan, the amount so pledged will be treated as a distribution and the taxable portion will be included in your gross income for that year and may also be subject to the 10% additional tax.

#### ADDITIONAL TAXES AND PENALTIES

If you are under age 59½ and receive a nonqualified premature distribution from your Roth IRA, an additional 10% income tax will apply on the taxable amount of the distribution (generally the earnings portion only), unless an exception under Section 72(t) applies. A 10% additional tax will be assessed if you are under age 59½ if you are deemed to withdraw any portion of a conversion that you made to your Roth IRA before five years have lapsed from the conversion year, even if such distribution is otherwise nontaxable. If you make an excess contribution to your Roth IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess which remains in your account.

If you should die, and the appropriate required death distributions are not made from your Roth IRA, an excise tax of 50% is assessed to your beneficiary based upon the difference between the amount that should have been distributed and the amount that was actually distributed. You may be required to file IRS Form 5329 with the Internal Revenue Service for any year an additional tax is due.

#### INCOME TAX WITHHOLDING

All withdrawals from your Roth IRA (except the earnings attributable to a return of excess contributions) are not subject to Federal income tax withholding.

#### TRANSFERS

A direct transfer of all or a portion of your funds is permitted from this Roth IRA to another Roth IRA or visa versa. Transfers do not constitute a distribution since you are never in receipt of the funds. The monies are transferred directly to the new trustee or custodian. Transfers are neither subject to the 12-month restriction nor the 60 day rollover period usually associated with rollovers.

If you should transfer all or a portion of your Roth IRA to your former spouse's Roth IRA under a divorce decree (or under a written instrument incident to divorce) or separation instrument, you will not be deemed to have made a taxable distribution, but merely a transfer. The portion so transferred will be treated at the time of the transfer as the Roth IRA of your spouse or former spouse.

If your spouse is the beneficiary of your Roth IRA, in the event of your death, your spouse may "assume" your Roth IRA. The assumed Roth IRA is then treated as your surviving spouse's Roth IRA.

**Qualified Charitable Distributions** - If a Roth IRA owner is exactly age 70½ or over, the Roth IRA owner may direct the Roth IRA trustee or custodian to transfer up to \$100,000 per year from the Roth IRA to a qualified charity. Such transfer will not be subject to Federal income taxes. Qualified Charitable Distributions may also be made by a beneficiary who is exactly age 70½ or over. Qualified Charitable Distributions are not subject to Federal income tax withholding. On-going SEP IRAs or SIMPLE IRAs are not permitted to be transferred under this rule.

The amount transferred will be treated as coming from the taxable portion of the Roth IRA and will be an exception to the ordering rules applicable to distributions from Roth IRAs. The tax-free transfer to a qualified charity applies only if the Roth IRA owner could otherwise receive a charitable deduction with respect to the transferred amount. In other words, it must be made to a qualified charitable organization that the taxpayer would have otherwise been able to take a tax deduction for making the charitable contribution. However, since such transfer will be tax-free, the taxpayer may not also take a charitable deduction on his or her tax return.

This provision is effective with respect to distributions transferred directly to a qualified charity beginning in 2006 through the end of 2009. The Tax Relief, Unemployment Compensation Reauthorization, and Job Creation Act of 2010 extended Qualified Charitable Distributions for 2010 and 2011 under the same rules that originally applied. Eligible taxpayers who make a Qualified Charitable Distribution during January 2011 may elect to treat such Qualified Charitable Distribution as made on December 31, 2010. On January 2, 2013, the President signed the American Taxpayer Relief Act of 2012 ("ATRA") which extended QCDs through the end of 2013 and on December 16, 2014, the President signed the Tax Increase Prevention Act of 2014 to extend QCDs through the end of

2014 only. On December 18, 2015, the Protecting Americans from Tax Hikes Act of 2015 ("PATH") was signed into law and extended QCDs permanently retroactively for the 2015 year.

Although the Roth IRA trustee or custodian must pay the Qualified Charitable Distribution directly to the qualified charity, the taxpayer is responsible for substantiating and reporting the Qualified Charitable Distribution on his or her Federal income tax return. The trustee or custodian of the Roth IRA will report the amount transferred on IRS Form 1099-R as if the Roth IRA owner withdrew the money. After the Roth IRA trustee or custodian issues the payment in the name of the charity, the trustee or custodian may deliver the payment to the Roth IRA owner, who then would deliver the payment to the charity.

**Qualified HSA Funding Distribution** - Beginning for contributions made for 2007 and thereafter, a special one-time, tax-free transfer from a Roth IRA to an HSA is permitted. This one-time transfer counts toward the eligible individual's HSA contribution limit for the year of the transfer.

Prior to 2007, if a Roth IRA owner wanted to use the money in a Roth IRA to make an annual HSA contribution, any nonqualified distribution from the Roth IRA was taxable (to the extent attributable to the earnings) and subject to the 10% additional tax if the individual was under the age of 59½. Prior law did not provide for a tax-free transfer from a Roth IRA to an HSA.

Beginning for annual HSA contributions made for 2007 or thereafter, an HSA-eligible individual may make an irrevocable once-in-a-lifetime, tax-free "qualified HSA Funding distribution" from a Roth IRA to an HSA, subject however to strict requirements. The amount of the HSA funding distribution must be made in the form of a Custodian-to-Custodian transfer from the IRA to the HSA. The amount of the transfer cannot exceed the maximum HSA contribution limit for the year that the amount is transferred. Consequently, this one-time transfer from a Roth IRA to an HSA counts toward the individual's total HSA contribution limit for the year depending upon the type of coverage under the HDHP (self-only or family).

#### FEDERAL ESTATE AND GIFT TAXES

Generally there is no specific exclusion for Roth IRAs under the Federal estate tax rules. Therefore, in the event of your death, the value of your Roth IRA will be includible in your gross estate for Federal estate tax purposes. However, if your surviving spouse is the beneficiary of your Roth IRA, the value of your Roth IRA may qualify for the marital deduction available under Section 2056 of the Internal Revenue Code. A transfer of property for Federal gift tax purposes does not include an amount which a beneficiary receives from a Roth IRA plan.

#### IRS APPROVAL AS TO FORM

This Roth IRA Custodial Agreement has been approved by the Internal Revenue Service as to form. This is not an endorsement of the plan in operation or of the investments offered.

#### ADDITIONAL INFORMATION

You may obtain further information on Roth IRAs and traditional IRAs from your District Office of the Internal Revenue Service. In particular, you may wish to obtain IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs), and 590-B, Distributions from Individual Retirement Arrangements (IRAs).

#### ROTH IRA FINANCIAL DISCLOSURE

**In General** - IRS regulations require the Custodian to provide you with a financial projected growth of your Roth IRA account based upon certain assumptions.

**Growth in the Value of Your Roth IRA** - Growth in the value of your Roth IRA is neither guaranteed nor projected. The value of your Roth IRA will be computed by totaling the fair market value of the assets credited to your account. At least once a year the Custodian will send you a written report stating the current value of your Roth IRA assets. The Custodian shall disclose separately a description of:

1. the type and amount of each charge;
2. the method of computing and allocating earnings, and
3. any portion of the contribution, if any, which may be used for the purchase of life insurance.

**Custodian Fees** - The Custodian may charge reasonable fees or compensation for its services and it may deduct all reasonable expenses incurred by it in the administration of your Roth IRA, including any legal, accounting, distribution, transfer, termination or other designated fees. Any charges made by the Custodian will be separately disclosed on an attachment hereto. Such fees may be charged to you or directly to your custodial account. In addition, depending on your choice of investment vehicles, you may incur brokerage commissions attributable to the purchase or sale of assets.

## Internal Revenue Service

**Department of the Treasury**  
Washington, DC 20224

Southwest Securities, Inc.  
Suite 4300, Renaissance Tower  
1201 Elm Street  
Dallas, TX 75270

**Person to Contact:**  
B. Gamerman  
**Telephone Number:**  
(202) 622-8400  
**Refer Reply to:**  
E:EP:R:7  
**Date:**  
December 9, 1992

EIN Number: 75-1382137

Ladies and Gentlemen:

In a letter dated July 9, 1992, and subsequent letters, you requested a written notice of approval that Southwest Securities, Inc., may serve as a custodian of plans qualified under section 401 of the Internal Revenue Code and of accounts described in section 403(b)(7), and as a passive nonbank trustee or custodian for individual retirement arrangements (IRAs) established under section 408.

Section 401(f) of the Code provides that a custodial account shall be treated as a qualified trust under this section if such custodial account would, except for the fact it is not a trust, constitute a qualified trust under this section and the custodian is a bank (as defined in section 408(n)) or other person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will hold the assets will be consistent with the requirements of section 401. Section 401(f) also provides that in the case of a custodial account treated as a qualified trust by reason of the preceding sentence, the person holding the assets of such account shall be treated as the trustee thereof.

Section 403(b)(7)(A) of the Code requires, in part, that for amounts paid by an employer to a custodial account to be treated as amounts contributed to an annuity contract for his employee, the custodial account must satisfy the requirements of section 401(f)(2). This section also requires, in order for the amounts paid by an employer to be treated as amounts contributed to an annuity contract for his employee, that the amounts are to be invested in regulated investment company stock to be held in that custodial account, and under the custodial account no such amounts may be paid or made available to any distributee before the employee dies, attains age 59 1/2, separates from service, becomes disabled (within the meaning of section 72(m)(7)), or in the case of contributions made pursuant to a salary reduction agreement (within the meaning of section 3121(a)(1)(D)), encounters financial hardship.

Section 408(a)(2) of the Code requires that a trustee of an IRA be a bank (as defined in section 408(n)) or such other person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will administer the IRA will be consistent with the requirements of section 408.

Section 408(h) of the Code provides that a custodial account shall be treated as a trust under this section if the assets of such account are held by a bank (as defined in subsection (n)) or such other person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will administer the account will be consistent with the requirements of this section, and if the custodial account would, except for the fact that it is not a trust, constitute an IRA described in subsection (a). Section 408(h) also provides that, in the case of a custodial account treated as a trust by reason of the preceding sentence, the custodian of such account shall be treated as the trustee thereof.

The Income Tax Regulations at section 1.401-12(n) provide the criteria for determining the ability of such other person, for purposes of sections 401(f), 403(b)(7), 408(a)(2), and 408(h) of the Code, to act as a trustee or custodian. Section 1.401-12 (n) of the regulations provides that such person must file a written application with the Commissioner demonstrating, as set forth in that section, its ability to act as a trustee or custodian.

Based on all the information submitted to this office and all the representations made in the application we have concluded that Southwest Securities, Inc., meets the requirements of section 1.401-12(n) of the regulations and, therefore, is approved to serve as a custodian of plans qualified under section 401 of the Code and of accounts described in section 403(b)(7), and as a passive nonbank trustee or custodian for IRAs established under section 408.

This letter authorizes Southwest Securities, Inc., to serve only as a nonbank trustee or custodian in a fashion similar to a passive nonbank trustee, within the meaning of section 1.401-12(n)(7) of the regulations, that is, it is authorized only to acquire and hold particular investments specified by the owner, it may not serve as trustee or custodian if under the written agreement it has discretion to direct investments of the trust or custodial funds.

This letter while authorizing Southwest Securities, Inc., to act as a passive trustee or custodian does not authorize it to pool accounts in a common investment fund (other than a mutual fund) within the meaning of section 1.401-12(n)(6)(viii)(C) of the regulations. Southwest Securities, Inc., may not act as a passive trustee or custodian unless it undertakes to act only under trust instruments or custodial agreements that contain a provision to the effect that the owner is to substitute another trustee or custodian upon notification by the Commissioner that such substitution is

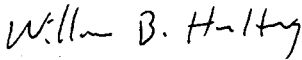
required because the applicant has failed to comply with the requirements of section 1.401-12(n) of the regulations or is not keeping such records, or making such returns or rendering such statements as are required by forms or regulations.

Southwest Securities, Inc., is required to notify the Commissioner of Internal Revenue, Attn: E:EP:R, Internal Revenue Service, Washington, D.C. 20224, in writing, of any change which affects the continuing accuracy of any representations made in its application. Further, the continued approval of its application to act as a custodian of plans qualified under section 401 of the Code and of accounts described in section 403(b)(7), and as a passive nonbank trustee or custodian for IRAs established under section 408, is contingent upon the continued satisfaction of the criteria set forth in section 1.401-12(n) of the regulations.

This approval letter is not transferable to any other entity. An entity that is a member of a controlled group of corporations, within the meaning of section 1563(a) of the Code, may not rely on an approval letter issued to another member of the same controlled group. Furthermore, any entity that goes through a merger, consolidation or other type of reorganization may no longer rely on the approval letter issued to such entity prior to the merger, consolidation or other type of reorganization. Such entity will have to apply for a new determination letter in accordance with section 1.401-12 (n) of the regulations.

This letter constitutes a determination that Southwest Securities, Inc., may act as a custodian of plans qualified under section 401 of the Code and of accounts described in section 403(b)(7), and as a passive nonbank trustee or custodian for IRAs established under section 408, and does not bear upon its capacity to act as a trustee or custodian under any other applicable law.

Sincerely yours,

A handwritten signature in black ink that reads "William B. Hulteng". The signature is written in a cursive, slightly slanted style.

William B. Hulteng  
Chief, Employee Plans  
Rulings Branch



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
Employee Plans

August 4, 2021

Hilltop Securities, Inc.  
Attn.: Mr. Brian Wittneben  
717 N. Harwood Street  
Dallas, TX 75201

Re: Hilltop Securities, Inc.; EIN: 75-1382137  
Nonbank Trustee or Custodian Status

Dear Mr. Wittneben:

This is in response to a letter dated May 21, 2021, concerning a change to your nonbank custodian application. Your nonbank custodian application was approved, pursuant to section 1.408-2(e) of the Income Tax Regulations (Regulations), on December 9, 1992. Our approval letter authorized Hilltop Securities, Inc., f/k/a Southwest Securities, Inc., to act as a passive trustee or custodian of qualified plans under section 401, accounts established under section 403(b)(7), and IRAs described in section 408 of the Internal Revenue Code.

Your May 21, 2021 correspondence informed our office, pursuant to section 1.408-2(e)(6)(iv) of the Regulations, that the address of Hilltop Securities, Inc. was changed from Renaissance Tower, 1201 Elm Street, Suite 3500, Dallas, TX 75270 to 717 N. Harwood Street, Suite 3400, Dallas, TX 75201. Your correspondence did not disclose any other changes that would affect the continuing accuracy of your application.

We have updated our files accordingly. No further action will be taken by this office on this matter.

Please note that this is not a new determination, nor a determination as to whether Hilltop Securities, Inc., continues to meet the requirements of section 1.408-2(e) of the Regulations.

Thank you for writing to us about this matter. Should you have any questions, please contact Roz Ferber (Badge No. 1000221499) at (202) 317-8724.

Sincerely,

*Sherri M. Edelman*

Sherri M. Edelman, Manager  
Employee Plans Technical Group 1

# 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](http://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](http://www.hilltopsecurities.com) is referenced throughout this Customer Agreement.

### **TAX and LEGAL ADVICE**

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

## CASH ACCOUNT AGREEMENT

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

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

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

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

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

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

For a list of participant banks in the BID program, please go to [www.hilltopsecurities.com/disclosures/sweep-account-disclosure/](http://www.hilltopsecurities.com/disclosures/sweep-account-disclosure/). Additional information regarding FDIC coverage is available at [www.fdic.gov](http://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/](http://www.hilltopsecurities.com/disclosures/sweep-account-disclosure/).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[http://www.irs.gov/irb/2010-47\\_IRB/pt04.html](http://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](http://www.irs.gov/irb/2013-20_IRB/ar07.html)

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

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

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

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

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

#### Cost Basis Methods

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

#### Default Cost Basis Methods

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

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

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

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

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

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

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

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

**43. Fees and Charges.** You understand that HTS and your Financial Professional may charge commissions and other/regulatory 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), Consolidated Audit Trail (CAT), as well as all applicable federal, state, local and foreign fees and taxes. A schedule of HTS’ fees is attached as Schedule A.

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

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

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

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

**46. Class Action Services.** The Firm will launch its new Global Class Actions Asset Recovery Program. This Service automatically processes all proof of claim forms when a security was/is held at the Firm is eligible for participation in a class action lawsuit. An administration fee of approximately 20% will be deducted from any class action settlement funds recovered on a client's behalf prior to the deposit of proceeds into the associated account. Stock is valued based on the claim administrator's valuation or market value at the time of transfer. Fee may be deducted as applicable. Any proceeds from the Class Action Service will be subsequently deposited into the participant's account held at the Firm. If the account is no longer with the Firm, a check will be mailed to last address on file. Fair Fund Settlements directed by the SEC will not be included as part of this service.

All eligible Firm accounts will be automatically enrolled in the Class Action Service on or after January 1<sup>st</sup>, 2026. If class action filing notifications are received via mail, clients should continue to self-file accordingly for claims with filing deadline prior to January 1, 2026. This service will process participant filings with a deadline after the go-live date.

If, at any time, a participant chooses to opt-out of/reenroll in the Class Action Service, they may request to do so by mailing a signed letter to the below address or by submitting an opt out form electronically via the Firm's website, once available: <https://www.hilltopsecurities.com/disclosures/class-action-election-form/>. Please include all relevant account numbers within the request to unenroll from this service with a subject line of Class Action Service. For joint accounts, only one participant request is required. For entity, trust, and other registration types, only one authorized party request is required, unless subject to agreement restrictions.

Address: Hilltop Securities, Attn: New Accounts, 717 N. Harwood St., Suite 3400, Dallas, TX 75201.

Clients should direct any inquiries regarding Class Actions to their Financial Advisor.

This Service Program does not constitute legal advice or legal representation. Participation in this service may affect an account holder's ability to pursue individual action. Account holders are encouraged to consult with legal counsel with questions regarding any claim rights or class action options. The Firm accepts no liability or responsibility for any actions or inaccuracies occurring as a result of this Program. By utilizing this service, the participant acknowledges that the Firm may disclose nonpublic personal information regarding the participant to non-affiliated third parties for the purpose of conducting these services. Depending on the duration of the class action and due to the Firm's record retention policies, data required to fulfill this service may not be available.

#### **47. Arbitration Agreement and Disclosures.**

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

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
  - **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING. A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
  - **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
  - **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**
  - **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
  - **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
  - **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THE CUSTOMER AGREEMENT.**
- THE CUSTOMER AGREES, AND, BY CARRYING AN ACCOUNT FOR THE CUSTOMER, THE FINANCIAL PROFESSIONAL AGREES, THAT ALL CONTROVERSIES THAT MAY ARISE AMONG THE CUSTOMER, THE FINANCIAL PROFESSIONAL, AND HTS CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT AMONG THE CUSTOMER, THE FINANCIAL PROFESSIONAL AND HTS PERTAINING TO SECURITIES AND OTHER PROPERTY, WHETHER ENTERED INTO PRIOR, ON, OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT BEFORE FINRA OR THE MUNICIPAL SECURITIES RULEMAKING BOARD AND IN ACCORDANCE WITH THE RULES THEN PREVAILING AT THE SELECTED ORGANIZATION. THE CUSTOMER MAY ELECT IN THE FIRST INSTANCE WHETHER ARBITRATION SHALL BE BY FINRA OR THE NYSE, BUT IF THE CUSTOMER FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR BY OVERNIGHT COURIER ADDRESSED TO THE FINANCIAL PROFESSIONAL AT THE FINANCIAL PROFESSIONAL'S MAIN OFFICE, BEFORE THE EXPIRATION OF TEN (10) DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM THE FINANCIAL PROFESSIONAL TO MAKE SUCH ELECTION, THEN THE FINANCIAL PROFESSIONAL MAY MAKE SUCH ELECTION. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. FURTHER, NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION, OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (i) THE CLASS CERTIFICATION IS DENIED (ii) THE CLASS IS DECERTIFIED, OR (iii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THE CUSTOMER AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

#### **MARGIN DISCLOSURE STATEMENT**

This statement is being furnished to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading securities in a margin account, you should carefully review the Margin Agreement provided by your brokerage firm (the Firm). Consult your Financial Professional regarding any questions or concerns you may have with your margin accounts.

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

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- **Interest on Account Balances.** All balances in the Cash and Margin account types will be net together. If the netting results in a settled debit, debit interest will be charged. If netting results in a settled credit, credit interest will be paid. Interest will be charged on those net debit balances that accrue \$1.00 or greater of interest during the month. Please consult your Financial Professional for additional information.
- **You can lose more funds than you deposit in the margin account.** A decline in the value of securities that are purchased on margin may require you to provide additional funds to HTS to avoid the forced sale of those securities or other securities or assets in your account(s).
- **The Firm or HTS can force the sale of securities or other assets in your account(s).** If the equity in your account falls below the maintenance margin requirements or HTS' higher "house" requirements, HTS or your Financial Professional can sell the securities or other assets in any of your accounts held at HTS to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.
- **Your securities or other assets may be sold without contacting you.** Some investors mistakenly believe that HTS or your Financial Professional must contact the customer for a margin call to be valid, and that HTS or your Financial Professional cannot liquidate securities or other assets in customer accounts to meet the call unless HTS or your Financial Professional have contacted customers first. This is not the case. Most firms will attempt to notify customers of margin calls, but firms are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect their financial interests, including immediately selling the securities without notice to the customer.
- **You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call.** Because the securities are collateral for the margin loan, HTS or your Financial Professional has the right to decide which security to sell in order to protect HTS' interests.
- **"House" maintenance margin requirements may be increased at any time without advance written notice.** These changes in HTS' policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause HTS or your Financial Professional to liquidate or sell securities in your account(s).
- **You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.
- **Please see Schedule A below for additional information regarding HTS' standard margin rates.**

#### **MARGIN & SHORT ACCOUNT AGREEMENT**

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

1. The terms and provisions of the Customer Agreement apply to accounts of HTS and the Financial Professional/Dealers for which it clears. This provision of the Customer Agreement shall be considered supplementary to the Cash Account Agreement that you have signed. Except as specifically amended by the Customer Agreement, all the terms and conditions set forth in the Cash

- Account Agreement shall remain effective with respect to your margin account.
2. One of the services provided, is to permit you to maintain a margin account and borrow money on marginable securities using credit extended by HTS. Not all securities are marginable. If you do not know whether the security you plan to purchase is marginable, please consult with your Financial Professional before you make the purchase.
  3. A margin account involves HTS extending credit to you based on the marginable securities in your account as collateral. Margin is the amount you pay when you use HTS' credit to purchase a security. At the time that you open a margin account, you must furnish your Financial Professional with the information required for all other accounts, as well as a signed Margin Agreement which contains loan terms and provisions, enabling HTS to pledge or lend securities carried for your account.
  4. Margin requirements are twofold. First, there is an initial margin requirement at the time of purchase; and second, there is a minimum margin equity that must be maintained in your account. In most cases, the minimum amount due initially is established by the Federal Reserve Board in accordance with Regulation T. This requirement is expressed as a percentage of the purchase price and it may change from time to time. For example, if the margin requirement is 50%, and you purchase a stock costing \$5,000.00 plus commission, you are only required to deposit 50% of that amount. Under Regulation T, your margin must be deposited into the account by settlement date. The balance due on the purchase will be loaned to you by HTS, and your account will be debited. You are required to pay interest on the amount advanced as you would on any other loan.
  5. HTS holds the securities you buy as collateral (unless loaned out as described below) for your debt. Although HTS retains your securities as collateral, you receive credit for all dividends or interest, and you may direct your Financial Professional to sell your stock so long as your account is in good order.
  6. In addition to the initial margin requirements of the Federal Reserve Board, the NYSE requires a customer opening a margin account to have minimum initial equity of \$2,000 in the account. For example, if your initial purchase of stock costs \$2,400, you will have to deposit \$2,000 rather than \$1,200 which would be required by the Federal Reserve Board (assuming the Regulation T requirement is 50%).
  7. The NYSE also sets minimum maintenance requirements. Under present Exchange rules, the margin that must be maintained in an account is 25% of the market value of all securities "long" in the account. The HTS minimum maintenance requirement is 30%. For other securities, such as bonds, there may be a somewhat higher or lower requirement, depending on the security. In accordance with the terms of the Margin Agreement, HTS can increase the margin maintenance requirement at any time, i.e., in cases where there is a lack of diversification in an account's collateral or a preponderance of low priced or infrequently traded securities. If the equity in your account falls below 30% due to a decline in the market value of your securities, it will be necessary for you to deposit additional marginable securities or make cash payment to reduce your indebtedness.
  8. If your equity falls below the minimum maintenance requirement established by HTS, you will usually receive a margin call notice informing you of the additional collateral required to bring your account above the minimum level. Further, if HTS considers it necessary, HTS may require you to immediately deposit cash or collateral into your account prior to any applicable settlement date in order to assure due performance of your open contractual commitments. HTS does not have to grant a customer an extension on a margin call. If you fail to meet a margin call, HTS has the right to force the sale of any or all securities and other property in your account; buy any or all securities and other property which may be short in your account; cancel any or all open orders; and/or close any or all outstanding contracts to meet any obligations to HTS. This is at the discretion of HTS and may be done without further notice to or contact with you. HTS reserves the right to select the securities to be sold.  
In addition, market conditions may make it difficult for HTS to send you a margin call. The volatility of the market may require HTS to take immediate action without demand for additional collateral, or prior notice of sale or purchase, or other notice or advertisement, to protect HTS' interests. HTS can unilaterally force the sale of securities in a customer's account at any time without being required to contact the customer. It should be noted that prior notices in the form of a margin call should not be construed as a waiver of HTS' right to take immediate action in your account to protect HTS' interests at some future date, without making a margin call.
  9. It is important that you understand the nature of the debit balance in your account and how it is computed. A debit balance represents money that HTS has loaned to you. As previously noted, when you purchase securities on margin, you must pay the amount of money required by Regulation T and the balance of the purchase price is loaned to you by HTS. It is this loan portion which creates the debit balance and upon which interest is charged. Each additional purchase made on margin adds to your debit balance, and any other charge that is assessed against your account (including interest charges) increases your debit balance. It is very important to understand that unlike in a cash account, you can lose more funds than deposited in your account if the value of your investments declines.  
All securities which HTS may at any time be holding for you or which may be in HTS' possession are subject to a general lien for the discharge of your indebtedness and other obligations to HTS. This lien is equal to the amount of money that you owe HTS or your Financial Professional.
  10. You authorize HTS to lend any securities or other property held by HTS in your margin account and to carry such property in HTS' customer loans. Such property may be pledged, repledged or hypothecated by HTS without notice to you, for equal or greater amounts due to HTS. HTS shall have no obligation to retain a like amount of similar securities or property.
  11. HTS may loan out (to itself or others) the securities that collateralize your margin debit. If it does, securities are first loaned to HTS prior to lending to others. You may not receive, with respect to securities that are lent, certain benefits that normally accrue to a securities owner, such as the ability to exercise voting rights, or to receive interest, dividends, or other distributions. The individual or entity to which the securities are lent will accrue these benefits except for cases in which the securities are loaned to and held by HTS and not loaned to another party. If HTS holds the lent securities, you will continue to accrue these benefits. Although you may receive substitute payments in lieu of distributions, these payments may not receive the same tax treatment as actual interest, dividends, or other distributions, and you may therefore incur additional tax liability for substitute payments. HTS may allocate substitute payments by lottery or in any other manner permitted by law, rule, or regulation. Currently, these substitute payments are allocated according to the number of shares an account holds, with the larger accounts receiving payment first. Please note that any substitute payments HTS makes are voluntary and may be discontinued at any time. However, at this point in time, substitute payments have never been discontinued.
  12. A short sale is a transaction in which you sell a security that you do not own. HTS borrows the security on your behalf for delivery to the purchaser. Prior approval is required on all short sales. There may be certain costs associated with the securities that HTS borrows on your behalf, and you agree to pay such costs, including all associated collection costs. You acknowledge and agree that such costs are determined by the party from which HTS borrows the security, HTS or your Financial Professional and are subject to change at any time. The credit generated by any short sale does not reduce your debit balance for the purpose of computing interest until the short position is covered, either by delivery of the security or by purchasing it. Always bear in mind that your short credit may be reduced substantially, or possibly lost altogether, when you cover your short credit may be reduced substantially, or possibly lost altogether, when you cover your short position by purchasing the security. There are special margin requirements on a short sale. NYSE rules presently require for maintenance margin on short sales: (i) \$2.50 per share or 100% of the current market value, whichever is greater, of each stock short in the account selling at less than \$5 per share, or, (ii) \$5 per share; or 30% of the current market value, whichever is greater, of each stock short in the account selling at \$5 per share or above.
  13. If the security that you sold short appreciates in market price over the selling price, interest will be charged on the appreciation in value. If the security that you sold short depreciates in market price, interest on any debit balance in your account is reduced in relation to the depreciation in value. The daily closing price is used to determine any appreciation or depreciation of the security sold short. This practice is known as "marking-to-the-market".  
The annual rate of interest which HTS charges on your debit balance is determined by HTS' cost of borrowing money and other factors. Your rate of interest may be changed without notice. Please see Schedule A below for additional information regarding HTS' standard margin rates.
  14. Interest on margin accounts will be charged on the settled margin balance in your account. The annual rate of interest which will be charged on your settled margin balance may vary from the HTS Base Rate, depending on the amount of the settled debit balance in your account. Each day this interest is accumulated into a monthly total. The normal interest period ends on the last business day of the monthly statement cycle. Interest is computed by multiplying the daily debit balance by the daily interest rate (1/360 of the annual interest rate) times the number of days in the interest period. If during any interest period there is a change in interest rates, applicable to your account, separate computations will be made for each interval in which there is a change in the rate during the interest period. When the rate changes during an interest period, a blended rate will be calculated based on the number of days each interest rate is in effect during that period.
  15. I acknowledge that I have read, understand, and agree to be bound by the pre-dispute Arbitration Clause contained herein.

#### **OPTION ACCOUNT AGREEMENT**

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

1. The terms and provisions of the Customer Agreement apply to accounts of HTS and the Financial Professional/Dealers for which it clears. This provision of the Customer Agreement shall be considered supplementary to the Cash and Margin Agreement(s) (if applicable) that you have signed. Except as specifically amended by the Customer Agreement, all the terms and conditions set forth in the Cash Account Agreement and the Margin & Short Account Agreement shall remain effective with respect to your option account.
2. By signing the Option Agreement, you acknowledge your understanding of the risks involved in dealing in options. Where the term "option" is used, this includes all standardized Put and Call options issued by the Options Clearing Corporation.
3. You acknowledge receipt of the current Options Clearing Corporation Disclosure Document and the Special Statement for Uncovered Option Writers, if applicable, and confirm that all your option transactions are subject to the rules and regulations of the Options Clearing Corporation, the appropriate option exchange, FINRA, and any additional terms and conditions which may be imposed.

4. You agree that acting alone or in concert with others, you will not exceed the position and exercise limits imposed by the Options Clearing Corporation or other regulatory bodies. You further understand that it may be necessary to report your position in a class of options having the same underlying security to the proper regulatory authority, indicating your name, address, and Social Security number.
5. You acknowledge that you have furnished your Financial Professional with your financial information and investment objectives. Should your financial situation or investment objectives change, you will notify your Financial Professional immediately. HTS or your Financial Professional reserve the right to deny, revoke or discontinue option privileges on any account.
6. You acknowledge that HTS or your Financial Professional have the right to determine whether an order is acceptable, as well as, the position limits that HTS or your Financial Professional are prepared to undertake for your account.
7. You acknowledge that both the purchase and sale (writing) of Put and Call options involve a high degree of risk and are not suitable for all investors. You are aware that you should not purchase an option unless you are able to sustain a total loss of the premium (cost of option) and the costs associated with purchasing the option. Further, you are aware that you should not sell (write) an option unless you own the underlying security or are in a position to assume the substantial risks inherent in writing "naked" options. You agree not to hold the financial professional liable for any loss incurred due to the purchase or sale of such securities.
8. You are aware that when you purchase an option, you must pay the full premium and that an option purchase cannot be margined. In addition, there are special margin requirements governing the sale of options with which you will become familiar before commencing an option program. Complete details on the margin requirements for options are available through your Financial Professional.
9. As additional consideration for the opening sale of Call option(s) for your accounts, you agree that you will not sell, during the life of such option(s), the underlying collateralizing securities until such option(s) are closed, exercised, expire, or you have been approved for and have met the collateral requirements established by the financial professional for carrying Uncovered Call options. You also agree that the financial professional, in the financial professional's sole discretion, may refuse any orders to sell such underlying securities which the financial professional receives from you or by means of a "give-up" basis through another financial professional unless, prior to such sale, you have met the collateral requirements established by the financial professional for carrying Uncovered Call options. The financial professional has the right, at the financial professional's sole discretion, to permit you to apply the proceeds of such sale to collateral requirements.
10. Since option contracts are traded for a specified period of time and have no value upon expiration, you agree to advise your Financial Professional if you wish to enter offsetting transactions by closing out your position or exercising the option prior to the expiration date. Failure to do this may result in the option expiring worthless, even though it might have a monetary value on the expiration date. You understand that you bear full responsibility for taking action to exercise or sell valuable options. In the absence of you notifying the financial professional to exercise a valuable options contract by 3:00 PM, CST, on the last business day prior to expiration date of the options contract, you agree that the financial professional may exercise the options contract on your behalf. This is in no way to be construed as an obligation on HTS' part to sell or exercise such options on your behalf.
11. You acknowledge that you are aware that all short American-style option positions are subject to assignment at any time and that European-style option contracts are only exercisable on the option's date of expiration. Since an American-style option provides an investor a greater degree of flexibility than a European-style option, the premium an American-style option is at least equal to or higher than the premium for a European-style option which otherwise has all the same features.
12. When HTS receives an exercise notice from the Options Clearing Corporation, HTS assigns the notice to a customer who is a writer of an identical option contract. Exercise assignment notices for option contracts are allocated among customer short positions pursuant to a procedure that randomly selects from among all customer short option positions that are subject to exercise. All short options positions are liable for assignment at any time. A more detailed description of HTS' random allocation procedure is available upon request.
13. If an exercise notice is assigned to your account, you must deliver the underlying security to HTS in the case of a Call, and deposit funds or securities with HTS in the case of a Put, sufficient to properly margin the security promptly.
14. I acknowledge that I have read, understand, and agree to be bound by the pre-dispute Arbitration Clause contained herein.

**INVESTMENT OBJECTIVES**

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

**MUTUAL FUND BREAKPOINT DISCOUNT DISCLOSURE STATEMENT**

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

**MUNICIPAL CLIENT EDUCATION AND PROTECTION**

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

**SCHEDULE A: COMMISSIONS AND OTHER FEES**

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

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

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

<b>MONEY MARKET</b>	
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
<b>ACCOUNT TRANSFER/DELIVERIES BETWEEN BROKER DEALERS OR OTHER AGENTS/MUTUAL FUND COMPANIES</b>	
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
<b>GENERAL</b>	
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
<b>DELIVERIES - MINIMUM FEES</b>	
Regular Next Day	\$25
Priority Next Day	\$30
Saturday Delivery	\$40
Foreign Address	\$60
USPS Priority Mail	\$6
<b>CERTIFICATES, DRS, DWAC, W/T &amp; PROCESSING</b>	
Low-Priced/Large Quantity Review/Processing Fee	\$300*
Legal Transfer Fee	\$50*
Non-Equity Physical Processing Fee	\$150*
Non-DTCC Eligible Receipt/Delivery	\$100*
RVP/DVP Fee	\$50*
Certificate Handling Fee	\$50
DRS Deposit/Withdrawal	\$50*
DWAC Deposit/Withdrawal	\$75*
Exercising Employee Stock Options	\$50*
Canadian Deposit	\$150*
Foreign Deposit	\$250*
Canadian Settlement	\$50*
Foreign Settlement	\$100*
Transfer Agent Fee	Pass through fees*
DTCC Deposit	\$12
DTCC Legal Deposit	\$50
DTCC Withdrawal by Transfer	\$500
DTCC/TA Reject	\$125
DTCC DRS Reject	\$75
DTCC New York Window Settlement	\$50*
DTCC Envelope Settlement Service	\$35
<b>OTHER FEES</b>	
Customer Research or Document Reproduction Fee	\$25 per hour
Annual Safekeeping Fee	\$50 per position
Bond Fees (Purchase or Sale)	\$5 for T-Bills and \$15 for T- Notes, T-Bonds and other Government Instruments
Redemption / Termination	\$25
Corporate Action Deposits	\$90
Corporate Action Physical Certificates	\$6*
Foreign Tax Elections	\$50
Mandatory Corporate Action	\$10 per event
Mutual Fund Positions Networking Fee	\$50
Mutual Fund Transaction Fee	Service fees may be charged
Option Reporting Fee	\$0.04 per contract
Other/ Regulatory Fees: A regulatory fee may be assessed on all applicable securities transactions based on predetermined regulatory rates.	
Private Placement /Limited Partnership Annual Safekeeping fee	\$100
Private Placement /Limited Partnership Re-registration of any kind	\$75
Private Placement /Limited Partnership Transfer in Purchase and Sale	\$75
Voluntary Corporate Action Instruction	\$50 per instruction
<b>IRA</b>	
Annual Fee	\$45
Account Termination	\$50
<b>OTHER RETIREMENT ACCOUNTS</b>	
Qualified Plans	\$250 Primary Annual
<b>DOCUMENT DELIVERY FEE</b>	
	\$75
*Pass through fees may include, but are not limited to, charges from DTCC, transfer agents, third party custodians and foreign exchanges.	
The HTS Margin Base Rate is:	8.49+

#### **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](http://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



## OUR COMMITMENT TO PRIVACY

Integral Financial LLC and its affiliates ("Integral") are committed to maintaining the confidentiality, integrity, and security of personal information about our current and prospective customers. In this policy, personal information means "personally identifiable information".

Please note that certain details of this policy may depend on whether you deal with us through an investment professional, directly as an individual investor, or whether Integral provides services to your employer or plan sponsor.

## INTEGRAL INVESTMENTS PRIVACY POLICY

### How and why we obtain personal information

Integral takes great care to protect personal information about you and when we use it, we do so with respect for your privacy. We may use personal information about you to service, maintain, and protect your account; process transactions in your account; respond to inquiries from you or your representative; develop, offer, and deliver products and services; or to fulfill legal and regulatory requirements. Integral may collect public and non-public personal information about you from any of the following sources:

- You or your representative on applications or forms (for example, name, address, Social Security number, birth date, assets and income)
- You or your employer or plan sponsor if Integral provides them with recordkeeping and/or benefits advisory services (for example, payroll, human resources, or benefits information)
- Transactional activity in your account (for example, trading history and balances)
- Other interactions with Integral (for example, discussions with our customer service staff, information you enter into our websites, or when you enroll in our authentication services)
- Information from consumer reporting agencies (for example, to assess your creditworthiness for margin products)
- Information from other third-party data services (for example, to verify your identity and to better understand your product and service needs)
- You or your representative regarding your preferences (for example, your choice of electronic statement delivery, or the screen layout you specify if you use our Internet sites)
- Other sources with your consent or with the consent of your representative (for example, from other institutions if you transfer positions into Integral)

### How we protect information about you

Integral considers the protection of personal information to be a foundation of customer trust and a sound business practice. We employ physical, electronic and procedural controls and we regularly adapt these controls to respond to changing requirements and advances in technology.

At Integral, we restrict access of personal information to those who require it to develop, support, offer and deliver products and services to you.

### How we share information about you with third parties

Integral does not share personal information about our customers with unaffiliated third parties for use in marketing their products and services. We may share personal information with the following entities:

- Unaffiliated service providers (for example, printing and mailing companies, securities clearinghouses, marketing service providers, and other entities who may provide services at Integral's direction)
- Government agencies, other regulatory bodies and law enforcement officials (for example, for tax purposes or for reporting suspicious transactions)
- Other third-parties, with your consent or as directed by your representative (for example, if you use Integral as a financial reference in applying for credit with another institution or if you use an external aggregation website or service that you have provided permission to access your Integral financial account on your behalf)
- Other organizations as permitted or required by law (for example for fraud prevention or to respond to a subpoena)

Our service providers are obligated to keep the personal information we share with them confidential and use it only to provide services specified by Integral.

Based on the nature of your relationship with Integral, we may exchange information with other third parties as described below:

- If Integral provides workplace services to your employer or plan sponsor, such as payroll, human resources or benefits advisory and/or recordkeeping services, Integral may exchange any information received in connection with such services with your employer or plan sponsor or others they may authorize.
- If you conduct business with Integral through your investment professional, we may exchange information we collect with your investment professional or with others they may authorize.
- If you transact business through Integral's life insurance companies, we may validate and obtain information about you from an insurance support organization. The insurance support organization may further share your information with other insurers, as permitted by law. We may also share medical information about you to learn if you qualify for coverage, to process claims, to prevent fraud, or otherwise at your direction, as permitted by law.

How we share information about you within Integral

We may share personal information about you with various Integral corporate affiliates including internal service providers which perform, for example, printing, mailing, and data processing services.

Additionally, if you interact with Integral directly as an individual investor (including joint account holders) or if Integral provides services to your employer or plan sponsor, we may exchange certain information about you with Integral financial services affiliates, such as our brokerage and insurance companies, for their use in marketing products and services as allowed by law.

Information collected from investment professionals' customers is not shared with Integral affiliates for marketing purposes, except with your consent and as allowed by law.

Your digital privacy

Privacy, security, and service in Integral's online operations are just as critical as in the rest of our business. We use firewall barriers, encryption techniques, and authentication procedures, among other controls, to maintain the security of your online session and to protect systems from unauthorized access.

#### Additional information

If you are a former customer, these policies also apply to you; we treat your information with the same care as we do information about current customers.

Integral offers several options for accessing and, if necessary, correcting your account information. You can review your information using your statements. You may also write or call us with your request for information. Specific Internet addresses, mailing addresses and telephone numbers are listed on your statements and other correspondence.

You can click [here](#) for our clearing firm - Hilltop Securities, Inc. Privacy Policy.

#### PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

This Privacy Notice for California residents ("Notice") supplements The Integral Financial LLC's Privacy Notice and applies to all individuals who reside in California ("consumers," "you," or "your"). The Integral Financial LLC has adopted this Notice for all of its subsidiaries and related entities (collectively, "Integral," "we," "our," or "us") whose activities fall within the scope of the California Consumer Privacy Act of 2018 ("CCPA").

For the purpose of this Notice, personal information does not include information that is exempted from the CCPA, such as personal information covered by other privacy laws such as the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, or the California Financial Information Privacy Act. Depending on whether you have or had a business relationship with us, the CCPA may not apply to you or all of your personal information.

#### Personal Information We Collect

We have collected the following categories of personal information (collected and used solely within the context of California residents' roles, as listed here) from consumers (including consumers who are job applicants to or employees, owners, directors, officers, or contractors of Integral) within the last 12 months:

- Identifiers such as real name, postal address, email address, telephone number, online identifiers, driver's license number, Social Security number, passport number, government issued identification, or other similar identifiers;
- Protected classification characteristics under California or federal law such as age and gender;
- Financial and commercial information such as investment background and experience, as well as records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies;

- Internet or other network activity information such as information regarding your interaction with our websites, applications, and advertisements;
- Professional or employment related information, which includes information necessary to conduct background screenings; and
- Inferences drawn from such information.

#### Sources of Personal Information

We collect the categories of personal information listed above from the following categories of sources:

- Directly from you or those acting on your behalf. For example, from forms you complete online or at events, when you request information about or obtain our products and services, and information that is automatically collected from internet or other network activity regarding your interaction with our websites, applications, and advertisements; and
- Government entities from which public records are maintained and other publicly available sources and unaffiliated service providers, including data resellers.

#### How We Use Your Information

We have used or disclosed the personal information collected for one or more of the following business purposes within the last 12 months (excluding uses or disclosures we may be prohibited from reporting under applicable law):

- To conduct our business, including providing our products and services, and, where necessary, in order to assist us in verifying your identity, and to provide support, personalize, and develop our products and services;
- To fulfill and respond to your inquiries and requests, including providing you with support, investigating and addressing your concerns, monitoring and improving our responses, and to otherwise carry out the purposes for which you provided the information;
- For our marketing and promotional event services. We do not share your personal information for joint marketing with other financial companies or for non-affiliates to market to you;
- To personalize your experience with our business and to deliver content, product, and service offerings relevant to your interests, including targeted offers and ads through our websites, and via email (with your consent, where required by law);
- To perform in connection with your roles, responsibilities, and/or status as a job applicant to or an employee, owner, director, officer, or contractor of Integral, including administering payroll, benefits, maintaining compliance with policies and procedures, and to comply with health and safety and occupational health obligations;
- To help maintain the safety, security, and integrity of our business, including all products and services, and to respond, where necessary, to requests from regulators and law enforcement or as otherwise required by applicable law, regulation, court order, or similar demand;
- As described to you when collecting your personal information or as otherwise set forth in the CCPA; and
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Integral's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Integral is among the assets or business operations transferred.

## Personal Information Disclosed for Business Purposes

We have disclosed the categories of personal information listed above for business purposes to the following categories of parties within the last 12 months (excluding disclosures we may be prohibited from reporting under applicable law):

- Our affiliated entities and unaffiliated service providers to help conduct our business; and
- Third parties to whom you direct or authorize us to disclose your personal information, independent of or in connection with products and services we provide to you.

Integral does not and will not sell your personal information.

## Your CCPA Data Rights

The CCPA provides consumers with certain data rights with respect to the personal information businesses collect. You may exercise any of the listed data rights (subject to certain exceptions and limitations), by following the "Instructions for Submitting a Verifiable CCPA Data-Rights Request" provided below.

You have "Rights to Know":

1. The specific pieces of personal information we have collected about you;
2. The categories of personal information we have collected about you;
3. The categories of sources from which your personal information is collected;
4. The categories of personal information that we have disclosed for a business purpose about you;
5. The categories of third parties to whom personal information was disclosed for a business purpose; and
6. The business or commercial purpose for collecting personal information.

You also have the right to "Request to Delete" your personal information: You may request that we delete personal information about you that we have collected from you (unless an exception applies or deletion is otherwise restricted or prohibited by law, rule, or regulation).

## Non-Discrimination

You have the right not to receive discriminatory treatment for exercising any of these data rights.

Integral does not discriminate against any consumer for exercising their rights under the CCPA.

## CCPA Data Rights Are Not Available for Certain Personal Information

CCPA data rights are not available for personal information we collect about you in the course of you acting as a job applicant to or an employee, owner, director, officer, or contractor of Integral, including, in these contexts, your emergency contact information and personal information that is necessary for us to retain to administer benefits for another person relating to you acting as a job applicant to or an employee, owner, director, officer, or contractor of Integral. Any personal information we collect and use will only be used within the context of your role or former role in these capacities.

## INTRODUCTION

Integral Financial LLC (INTEGRAL), is a full service broker-dealer registered with the United States Securities and Exchange Commission (SEC) pursuant to the Securities Exchange Act of 1934, a member of the Financial Industry Regulatory Authority, a state of California registered investment adviser and a member of the Securities Investor Protection Corporation.

INTEGRAL provides brokerage services to retail investors like you. Brokerage and investment advisory fees differ and it is important for the retail investor to understand the differences. Note that free and simple tools are available at <https://www.investor.gov/CRS>, which also provides educational materials about broker-dealers, investment advisers, and investing.

## WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?

INTEGRAL and its financial professionals can provide you brokerage services and your financial professional has the appropriate license. If you choose to hire INTEGRAL and your financial professional to provide the services, INTEGRAL will establish one or more accounts for you such as Individual, Joint Tenants with Rights of Survivorship (JTWROS), Trust, Traditional IRA, Roth IRA, SEP IRA and Health Savings Account (HSA), etc.

If you hire INTEGRAL to provide brokerage services, INTEGRAL provides the following:

- INTEGRAL provides brokerage services as a broker-dealer, which is selling and buying securities such as stocks, options, fixed income products and mutual funds, etc.;
- Upon request, your financial professional will recommend that you buy, sell or hold securities;

Integral does not have account minimums and does not provide account monitoring services.

Your account may be invested in a variety of securities including stocks, bonds, mutual funds, exchange-traded funds and other publicly-traded securities. You are not able to invest in every fund available in the marketplace. However, INTEGRAL makes available several hundred mutual funds and exchange traded funds in which you may invest. Integral does not offer proprietary products.

### Questions to ask:

Given my financial situation, should I choose a brokerage service? Why or why not?

How will you choose investments to recommend to me?

What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

## WHAT FEES WILL I PAY?

**Commissions/Mark-Ups/Mark-Downs:** A commission is a dollar amount INTEGRAL receives each time it buys or sells a security other than a mutual fund when INTEGRAL acts as your agent. These fees are paid from your account. A mark-up is the difference between what INTEGRAL charges you for the security and the value of the security when INTEGRAL sells you a security. A mark-down is the difference between the price INTEGRAL pays you for the security and the value of the security when INTEGRAL purchases the security from you.

**Loads and Contingent Deferred Sales Charges:** A dollar amount INTEGRAL receives each time it purchases or redeems a mutual fund share. These fees reduce the amount of shares you receive when you purchase a fund's shares and reduce the number of shares you receive when you redeem the fund's shares.

**Other Mutual Funds Fees:** The "12b-1 fees" are fees paid by the mutual funds to INTEGRAL for selling the funds. The mutual funds also pay INTEGRAL "shareholder servicing fees" and "sub-transfer agent fees" for the provision of other services. All of these fees are based upon a percentage of the INTEGRAL client assets invested in the mutual funds. These fees are not paid from your account, but rather are paid from the mutual fund. The result of such fees is that the value of fund shares held in your account decreases.

**Other Fees:** INTEGRAL will charge fees for a number of services it provides that are part from the brokerage we describe above. For example, we charge fees for maintenance of certain accounts, like individual retirement accounts, and to process certain kinds of transactions, like account withdrawals and transfers.

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

INTEGRAL FINANCIAL LLC  
CUSTOMER RELATIONSHIP SUMMARY

December 2023

**Questions to ask:**

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? HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?**

*When we provide you with a recommendation as your broker dealer, 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 may create some conflicts with your interests. You should understand and ask us about these conflicts because they can affect your investment decisions.*

The following are some examples of the conflicts of your interests:

Your financial professional is paid a salary and can earn a bonus at year-end based on INTEGRAL'S profitability. INTEGRAL earns fee revenue, including commissions, mutual fund loads, contingent deferred sale charges and 12b-1 fees when your financial professional provides brokerage services. Therefore, your financial professional has an incentive to encourage you to buy and sell securities more frequently in order to increase their compensation.

Your financial professional also has an incentive to encourage you to move your account from another firm to INTEGRAL or from your retirement plan to INTEGRAL in order to increase INTEGRAL or his/her own compensation.

INTEGRAL may recommend that you purchase securities INTEGRAL owns and INTEGRAL may recommend that it buy securities that you own. Such transactions are called "principal transactions". INTEGRAL has an incentive to sell securities to you at a higher price that it could get from a person who is not an INTEGRAL customer. INTEGRAL also has an incentive to purchase securities from you at a price lower than it could get from a person who is not an INTEGRAL customer.

INTEGRAL may only make available to retail investors mutual funds that pay shareholder servicing fees and sub-transfer agent fees. INTEGRAL has an incentive to limit the mutual funds INTEGRAL may recommend or in which we may invest to those mutual funds willing to make such payments.

INTEGRAL enters into agreements with investment managers or sponsors of investments that pay us a portion of their revenue. INTEGRAL has an incentive to limit the managers and investment sponsors available to you (or to recommend such managers and sponsors) to those who enter into such agreements.

For additional information, please see our [Regulation Best Interest disclosure document](#) or visit our website at [www.infi.biz](http://www.infi.biz) where this document is listed. If you need a paper copy, please call or office at 408 996-1118.

**Questions to ask:**

How might your conflicts of interests may affect me, and how will you address them?

**DO YOU OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?**

Yes. Our Firm and some of our financial professionals have disciplinary History. You can go to <https://www.investor.gov/CRS> and <https://brokercheck.finra.org/> to research INTEGRAL and your financial professionals for more details.

**Questions to ask:**

As a financial professional, do you have any disciplinary history? For what type of conduct?

**ADDITIONAL INFORMATION**

*You can find additional information about the services we provide, fees you pay, and conflicts of interest in INTEGRAL's Brokerage Services Disclosure Brochure and INTEGRAL's Client Information Brochure. Your financial professional will provide you a copy or visit our website at [www.infi.biz](http://www.infi.biz). You may also call 408-996-1118 to request up-to-date information.*

**FORM CRS EXHIBIT**  
**December 2023**  
**Summary of Material Changes**  
**Integral Financial LLC**

- In the Introduction section on page one, we indicated that Integral is registered with the State of California as an investment advisor.
- On page one, in the *What Investment Services and Advice Can You Provide?* section, the following statements were added:
  1. “Integral does not have account minimums and does not provide account monitoring services.”
  2. “Integral does not offer proprietary products.”
- On page 2 in the *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? HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?* section we clarified that Integral staff are paid a salary and year-end bonus, added the following question to ask: *How might your conflicts of interests may affect me, and how will you address them?* And added a link to our Regulation Best Interest document.

## Information on Rollovers to Individual Retirement Accounts

Whether an investor rolls over their employer-sponsored plan assets to an IRA account is an important decision. A decision to roll over plan assets to an IRA rather than keeping assets in a previous employer's plan or rolling over to a new employer's plan should reflect consideration of various factors, the importance of which will depend on your individual needs and circumstances.

**Representatives of Integral Financial are not permitted to make any recommendations as to whether you should roll over your retirement assets.**

Integral Financial strongly recommends that you consult with advisors (e.g., financial, tax, legal, etc.) prior to making a decision whether to roll over plan assets to an IRA. Our representatives at Integral Financial can explain the types of services we offer, but are not permitted to comment on whether you should or should not roll over retirement assets into an IRA.

Some of the factors that you may want to consider are listed below.

- **Investment Options** - An IRA often enables an investor to select from a broader range of investment options than a plan.<sup>1</sup> The importance of this factor may depend in part on how satisfied you are with the options available under the plan under consideration. For example, if you are satisfied by the low-cost institutional funds available in some plans may not regard an IRA's broader array of investments as an important factor.
- **Fees and Expenses** - Both plans and IRAs typically involve (i) investment-related expenses and (ii) plan or account fees. Investment-related expenses may include sales loads, commissions, the expenses of any mutual funds in which assets are invested and investment advisory fees. Plan fees typically include plan administrative fees (e.g., recordkeeping, compliance, trustee fees) and fees for services such as access to a customer service representative. In some cases, employers pay for some or all of the plan's administrative expenses.<sup>2</sup> An IRA's account fees may include, for example, administrative, account set-up and custodial fees.
- **Services** - You may wish to consider the different levels of service available under each option. Some plans, for example, provide access to investment advice, planning tools, telephone help lines, educational materials and workshops. Similarly, IRA providers offer different levels of service.
- **Penalty-Free Withdrawals** - Depending on your age, it may be possible to take penalty-free withdrawals from a plan before you reach age 59 1/2. In contrast, penalty-free withdrawals generally may not be made from an IRA until age 59½. It also may be easier to borrow from a plan. We recommend that you consult an advisor so you understand the tax implications prior to making a decision.
- **Protection from Creditors and Legal Judgments** - Plan assets and assets held in IRAs may be treated differently and have different levels of protection from creditors under

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<sup>1</sup> Not all IRAs permit a broad range of investments. For example, an IRA held with a mutual fund complex may limit investment to the complex's funds.

<sup>2</sup> See U.S. Department of Labor publication **A Look At 401(k) Plan Fees**. September 2019

federal law as well as in bankruptcy proceedings. Furthermore, state laws may vary in the protection of IRA assets in lawsuits. Consulting an expert in this area may be appropriate so you have a clear understanding before making a decision.

- **Required Minimum Distributions** - Once an individual reaches age 72, the rules for both plans and IRAs require the periodic withdrawal of certain minimum amounts, known as the required minimum distribution. If a person is still working at age 72 however, they are generally not required to make required minimum distributions from his current employer's plan. This may be advantageous for those who plan to work into their 70s. We recommend that you consult an advisor so you understand the tax implications prior to making a decision.
- **Employer Stock** - An investor who holds significantly appreciated employer stock in a plan should consider potential negative tax consequences of rolling the stock to an IRA.

These are examples of the factors that may be relevant when analyzing available options, and the list is not exhaustive. Other considerations also might apply to specific circumstances.

## **Fiduciary Disclosure**

Pursuant to the Employee Retirement Income Security Act (“ERISA”), we are required to provide you with certain disclosures regarding the nature of our relationship with you. 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 ERISA 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 are required to:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

We welcome you to discuss this or any aspect of our relationship with your financial professional or the professionals in our corporate home office.

Very truly yours,  
Integral Financial, LLC



# TRADITIONAL, ROTH, BENEFICIARY, AND SEP ACCOUNT APPLICATION

## Account Registration Information \*\*this section is for office use only\*\*

Account Number \_\_\_\_\_ Account Short Name \_\_\_\_\_  
 Office # \_\_\_\_\_ Financial Professional \_\_\_\_\_

## Account Type

- |  |   |
|--|---|
| <input type="checkbox"/> Traditional IRA   | <input type="checkbox"/> Roth IRA             |
| <input type="checkbox"/> Traditional IRA Rollover (Must also complete a Rollover Certification Form) | <input type="checkbox"/> Beneficiary IRA      |
| <input type="checkbox"/> SEP IRA (Must complete the Sep Prototype Adoption Agreement)                | <input type="checkbox"/> Beneficiary Roth IRA |

## Applicant Information

**USA PATRIOT Act Important Information About 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 to you: When you open an account, we will require your name, address, 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.

Name (First, Middle, Last)	Citizenship Status <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Non-Resident Alien (Non-Resident Alien must provide a valid government issued photo ID and a Completed W-BEN)
Physical Street Address (P.O. Box is not acceptable)	Type of Photo Identification <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport/Visa <input type="checkbox"/> Other _____
City, State, Country, & Zip Code	
Mailing Street Address (P.O. Box is acceptable)	State/Country Issued
City, State, Country, & Zip Code	ID Number
Social Security Number/Tax ID Number	Date of Issuance (MM/DD/YYYY)
	Date of Expiration (MM/DD/YYYY)
Date of Birth (MM/DD/YYYY)	Employer (if Self-Employed or retired specify type of business)
Primary Phone Number	Occupation/Job Title
Secondary Phone Number	Business Phone Number
Email Address	Employer Street Address
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	
Number of Dependents	City, State, Country, & Zip Code

**\*\* COMPLETE THIS SECTION WITH ONLY GUARDIAN INFORMATION \*\***

Please complete with guardian information.

Name (First, Middle, Last)	Type of Photo Identification <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport/Visa <input type="checkbox"/> Other _____
Physical Street Address (P.O. Box is not acceptable)	State/Country Issued
City, State, Country, & Zip Code	ID Number
Social Security Number/Tax ID Number	Date of Issuance (MM/DD/YYYY)
Date of Birth (MM/DD/YYYY)	Date of Expiration (MM/DD/YYYY)
Primary Phone Number	Employer (if Self-Employed or retired specify type of business)
Secondary Phone Number	Occupation/Job Title
Email Address	Business Phone Number
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	Employer Street Address
Number of Dependents	City, State, Country, & Zip Code
Citizenship Status <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Resident Alien (Non-Resident Alien must provide a valid government issued photo ID and a Completed W-BEN)	

**Trusted Contact Information (Optional)**

Name (First, Middle, Last)			
Home Street Address			
City, State, Country & Zip Code			
Primary Phone Number	Secondary Phone Number	Business Phone Number	Email Address
Relationship to primary applicant/co-applicant (Spouse, Partner, Child, Parent, Sibling, Friend, etc.)			

**Affiliations and Disclosures**

Indicate the affiliation of yourself, your spouse, or any other immediate family members (i.e. parents, siblings, children or in laws) with the following (Please include name and relationship as is applicable)

<input type="checkbox"/> Yes <input type="checkbox"/> No	A. Employed by or associated with the securities industry or a financial regulatory agency? (If yes, please specify the <b>entity name and address</b> to which duplicate account mailings should be sent, as well as including a letter from employer approving this account.)
<input type="checkbox"/> Yes <input type="checkbox"/> No	B. An officer, director or 10% (or more) shareholder in a publicly owned company? (If yes, please specify <b>company name and trading symbol</b> .)
<input type="checkbox"/> Yes <input type="checkbox"/> No	C. A senior military, governmental or political official in either the U.S. or a foreign jurisdiction? (If yes, identify the <b>name of the official, office held, and country</b> .)
<input type="checkbox"/> Yes <input type="checkbox"/> No	D. Are you an accredited investor as defined in SEC Rule 501 of Regulation D?

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## Investment Objectives and Risk Tolerance

**Primary Investment Objective with your associated Risk Tolerance (check one box only)** Select the categories that best describe your investment objectives (and if joint that of any co applicants) and the risk that you are willing to assume in this account. Different investment products and strategies involve different degrees of risk. The greater the expected returns of a product or strategy, the greater the risk that you could lose some or all your investment. Investments should be chosen based on your objectives, timeframe, and tolerance for market fluctuations.

Investment Objective	Risk Tolerance		
<input type="checkbox"/> Capital Preservation	<input type="checkbox"/> Low		
<input type="checkbox"/> Income	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
<input type="checkbox"/> Growth		<input type="checkbox"/> Moderate	<input type="checkbox"/> High
<input type="checkbox"/> Speculation			<input type="checkbox"/> High

### Description of Terms

#### Investment Objective Descriptions

- Capital Preservation**  
 The objective of capital preservation is to protect your initial investment by choosing investments that minimize the potential of a loss of principal. The long-term risk of this strategy is that returns may not offset inflation.
- Income**  
 The primary objective of the income strategy is to provide current income rather than the long-term growth of principal.
- Growth**  
 The objective of the growth strategy is to increase the value of your investment over time while recognizing a high likelihood of volatility.
- Speculation**  
 A speculative objective assumes a higher risk of loss in anticipation of potentially higher-than-average gains by taking advantage of expected price changes. You recognize and are able to bear the full risk of the loss of some or all principal in such investments.

#### Risk Tolerance Descriptions

- Low (Conservative)**  
 I want to preserve my 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.
- Moderate**  
 I am willing to accept some risk to my initial principal and tolerate some volatility to seek higher returns and understand I could lose a portion of the money invested.
- High (Aggressive)**  
 I am willing to accept high risk to my initial principal, including high volatility, to seek higher returns over time, and understand I could lose all or a substantial amount of the money invested.

#### Financial Information

- Annual income**  
 Includes income from sources such as employment, alimony, social security, investment income, etc.
- Net worth**  
 Is the value of your assets minus your liabilities. For purposes of this application, assets include stocks, bonds, mutual funds, other securities, bank accounts, and other personal property. Do not include your primary residence among your assets. For liabilities, include any outstanding loans, credit card balances, taxes, etc. Do not include your 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.

## Financial Information (Combine information for joint accounts)

The more we know about you and your goals for this account, the better we can serve you. Please answer the following questions about your investment experience and financial situation to help us determine which investment products and strategies are suitable for you.

Investment Experience Include year of experience)	Annual income (From all sources)	Net Worth (Exclusive of residence)	Liquid Net Worth (Cash, Securities, etc.)	Federal Tax Rate
<input type="checkbox"/> Stocks _____	<input type="checkbox"/> Under \$25,000	<input type="checkbox"/> Under \$50,000	<input type="checkbox"/> Under \$50,000	<input type="checkbox"/> 10%
<input type="checkbox"/> Bonds _____	<input type="checkbox"/> \$25,000 - \$49,999	<input type="checkbox"/> \$50,000 - \$99,999	<input type="checkbox"/> \$50,000 - \$99,999	<input type="checkbox"/> 12%
<input type="checkbox"/> Options _____	<input type="checkbox"/> \$50,000 - \$99,999	<input type="checkbox"/> \$100,000 - \$249,999	<input type="checkbox"/> \$100,000 - \$249,999	<input type="checkbox"/> 22%
<input type="checkbox"/> Commodities _____	<input type="checkbox"/> \$100,000 - \$249,999	<input type="checkbox"/> \$250,000 - \$499,999	<input type="checkbox"/> \$250,000 - \$499,999	<input type="checkbox"/> 24%
<input type="checkbox"/> Futures _____	<input type="checkbox"/> \$250,000 - \$999,999	<input type="checkbox"/> \$500,000 - \$999,999	<input type="checkbox"/> \$500,000 - \$999,999	<input type="checkbox"/> 32%
<input type="checkbox"/> Mutual Funds _____	<input type="checkbox"/> \$1,000,000 - \$2,999,999	<input type="checkbox"/> \$1,000,000 - \$2,999,999	<input type="checkbox"/> \$1,000,000 - \$2,999,999	<input type="checkbox"/> 35%
<input type="checkbox"/> Var. Annuity _____	<input type="checkbox"/> Over \$3,000,000	<input type="checkbox"/> \$3,000,000 - \$49,999,999	<input type="checkbox"/> Over \$3,000,000	<input type="checkbox"/> 37%
<input type="checkbox"/> Margin Accts _____		<input type="checkbox"/> Over \$50,000,000		
<input type="checkbox"/> Other List _____				

The Investment in this account will be (Check One)					
<input type="checkbox"/> Less than ¼ of my financial portfolio		<input type="checkbox"/> Roughly ¼ to ½ of my financial portfolio			
<input type="checkbox"/> Roughly ½ to ¾ of my financial portfolio		<input type="checkbox"/> More than ¾ of my financial portfolio			
Investment Time Horizon - When is the earliest that you expect to need funds from this account?					
<input type="checkbox"/> Under 3 years	<input type="checkbox"/> 3 – 5 years	<input type="checkbox"/> 6 – 10 years	<input type="checkbox"/> 11 - 20 years	<input type="checkbox"/> Over 20 years	<input type="checkbox"/> Unknown
I plan to use this account for the following (Check all that apply)			What is your source of funds for this account (Check all that apply)		
<input type="checkbox"/> Generate income for current or future expenses			<input type="checkbox"/> Income from earnings		
<input type="checkbox"/> Partially fund my retirement			<input type="checkbox"/> Investment/Transfer from brokerage account		
<input type="checkbox"/> Wholly fund my retirement			<input type="checkbox"/> Gift		
<input type="checkbox"/> Steadily accumulate wealth over the long term			<input type="checkbox"/> Sale of business or real estate		
<input type="checkbox"/> Preserve wealth and pass it on to my heirs			<input type="checkbox"/> Inheritance		
<input type="checkbox"/> Pay for educational expenses			<input type="checkbox"/> Pension/IRA/Retirement Savings		
<input type="checkbox"/> Market Speculation			<input type="checkbox"/> Spouse/Parent/Relative		
<input type="checkbox"/> Other _____			<input type="checkbox"/> Legal/Insurance Settlement		
			<input type="checkbox"/> Lottery/Gaming		
			<input type="checkbox"/> Other _____		

## Beneficiary Designation

In the event of my death, pay the full value of my account (in equal proportions in the case of multiple beneficiaries unless I indicate otherwise) to the primary beneficiary(ies) as designated and fully identified below. I understand that if a primary beneficiary(ies) predeceases me, the remaining portion will be divided proportionately among any surviving primary beneficiaries.

If my primary beneficiary(ies) predecease me, pay the full value of my account to the named contingent beneficiary(ies) designated below. I understand that if a contingent beneficiary predeceases me, the remaining portion will be divided proportionately among any surviving named contingent beneficiaries. Contingent beneficiaries and per stirpes heirs will only inherit assets if there are no surviving primary beneficiaries at the time of the account holder's death.

If I do not designate a beneficiary or if all of my beneficiaries predecease me, pay the full value of my account to my estate. Should all my beneficiaries disclaim my assets, predecease me, or not survive me by 120 hours, the assets will be distributed to my estate.

I understand that I may change or revoke this designation at any time by completing a Change of Beneficiary Form, which will become effective after HTS confirms receipt of my properly completed Change of Beneficiary Form.

I understand that if HTS determines that my beneficiary designation is not clear with respect to the amount of the distribution, the date on which the distribution shall be made, or the identity of the beneficiary(ies) who will receive the distribution, regardless of the assistance of my Authorized Agent designated below or lack thereof, HTS has the right, in its sole discretion, to consult counsel and to institute legal proceedings to determine the proper distribution of my account, all at the expense of my account, before distributing or transferring my assets.

For any named primary beneficiary(ies), I understand that I may either select to name a contingent beneficiary(ies) or select per stirpes, but I cannot choose both for the same primary beneficiary. If both are selected, I understand and agree that HTS will only honor my named beneficiaries, whether primary or contingent. I am aware that per stirpes selection applies to natural and adopted children but does not include stepchildren. Additionally, per stirpes may not be designated as a primary beneficiary.

It is extremely important that you clearly indicate the percentage each beneficiary is to receive; make sure the percentages add up to 100% for the primary beneficiaries and 100% for named contingent beneficiaries. If you do not indicate percentages in the primary or contingent beneficiary sections or if they do not equal 100%, my assets shall be divided equally among the surviving beneficiaries in the respective class.

## Beneficiary Designation Continued

### Mandatory Questions Regarding Beneficiary(ies). You must complete this section.

- 1) Are you married?  Yes or  No ? If yes, proceed to question 2. If no, do not answer any more questions in this section.
- 2) Are you designating your spouse as the only primary beneficiary?  Yes or  No ? If yes, do not answer any more questions in this section. If no, proceed to question 3.
- 3) Is this account being funded by community property, separate property, or both?

- Community Property
- Separate Property
- Both (community property and separate property)

If you selected "Community Property" or "Both (community property and separate property)", please have your spouse complete the spousal consent below, as HTS cannot process this application without a completed spousal consent.

Note that if HTS determines that the nature of the funds in the account are different than you represent, HTS has the right, in its sole discretion, to consult counsel and to institute legal proceedings to determine the proper distribution of your account, all at the expense of your account, before distributing or transferring your assets.

#### HTS' Definition of Per Stirpes Distribution

If you indicate per stirpes distribution to your predeceased primary beneficiary(ies), you agree that the definition of per stirpes in this form will govern how HTS will distribute your account assets. Note that the definition of per stirpes in this form will be followed even though HTS' definition may differ from the definition of per stirpes under your particular state's laws and/or your Will or Trust. Please carefully review the definition of per stirpes below. Before completing and submitting this form to HTS, consult an attorney if you have any questions about per stirpes.

If a primary beneficiary with per stirpes selected as his or her contingent beneficiary predeceases me, HTS will distribute the primary beneficiary's share to his or her living children (natural or legally adopted; **stepchildren are not legally defined as descendants for these purposes**) if any, in equal shares. **If you wish to include any stepchildren, you should name and fully identify your natural, legally adopted, and stepchildren as contingent beneficiaries rather than selecting per stirpes.** If the predeceased primary beneficiary has no living natural or legally adopted children, that primary beneficiary's portion will be distributed to the other primary beneficiaries, if any, in equal shares. If all per stirpes beneficiaries predecease me, HTS will distribute my account assets to my estate. I understand that per stirpes cannot be named as a primary beneficiary. I also understand and agree that I may either select to name a contingent beneficiary(ies) or select per stirpes as the secondary beneficiary of a named primary beneficiary, but I cannot choose both for the same primary beneficiary. If both are selected, I understand and agree that HTS will only honor my named beneficiaries, whether primary or contingent.

<b>Beneficiary 1 Name</b> (First, Middle, Last)		<b>Beneficiary 2 Name</b> (First, Middle, Last)	
<b>Physical Street Address</b> (P.O. Box is not acceptable)		<b>Physical Street Address</b> (P.O. Box is not acceptable)	
<b>City, State, Country, &amp; Zip Code</b>		<b>City, State, Country, &amp; Zip Code</b>	
<b>Relationship</b>	<b>Date of Birth</b> (MM/DD/YYYY)	<b>Relationship</b>	<b>Date of Birth</b> (MM/DD/YYYY)
<b>Social Security Number (SSN)</b>		<b>Social Security Number (SSN)</b>	
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent <input type="checkbox"/> Per Stirpes		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent <input type="checkbox"/> Per Stirpes	
_____ <b>Share%</b>		_____ <b>Share%</b>	
<b>Beneficiary 3 Name</b> (First, Middle, Last)		<b>Beneficiary 4 Name</b> (First, Middle, Last)	
<b>Physical Street Address</b> (P.O. Box is not acceptable)		<b>Physical Street Address</b> (P.O. Box is not acceptable)	
<b>City, State, Country, &amp; Zip Code</b>		<b>City, State, Country, &amp; Zip Code</b>	
<b>Relationship</b>	<b>Date of Birth</b> (MM/DD/YYYY)	<b>Relationship</b>	<b>Date of Birth</b> (MM/DD/YYYY)
<b>Social Security Number (SSN)</b>		<b>Social Security Number (SSN)</b>	
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent <input type="checkbox"/> Per Stirpes		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent <input type="checkbox"/> Per Stirpes	
_____ <b>Share%</b>		_____ <b>Share%</b>	

## Authorized Party

If I indicate per stirpes, HTS will require the Authorized Party designated herein to assist HTS with the identity of the per stirpes beneficiary(ies) prior to distributing my account assets. I understand and agree that I will keep my designated Authorized Party up to date and will notify HTS should I wish to change my Authorized Party or should my Authorized Party predecease me or elect not to serve as my Authorized Party.

HTS is entitled to rely on my authorized agent when distributing my account assets. However, I also agree that HTS has no obligation to locate or identify any beneficiary(ies) or to independently verify any information submitted by my Authorized Party prior to distributing my account assets. I, my estate, and my successors in interest further understand and agree that, notwithstanding this Beneficiary section and any information or instructions provided by my Authorized Party, HTS may, in its sole discretion, require additional documentation, consult, or institute legal proceedings in order to determine the proper identity of my beneficiaries, all of which shall be at the expense of my account.

Name of Authorized Party (First, Middle Initial, Last Name)

Relationship to you

Physical Street Address (P.O. Box is not acceptable)

City, State, Zip Code

Email Address(es)

Primary Phone Number

## Spousal Consent

(Required if participant's spouse is not designated as the sole primary beneficiary, and the account is being funded in whole or in part with community property.)

As the spouse of the participant in the above-named Plan, I acknowledge that I understand my rights to be named the Primary Beneficiary of my spouse's account balance. I hereby consent to the designation made by my spouse to have the death benefit paid to the beneficiary(ies) named on my spouse's most current Beneficiary Designation instead of to me. I further acknowledge that I understand that the effect of my consent may be to forfeit benefits which I would be entitled to receive upon my spouse's death; that my spouse may not name a non-spouse beneficiary unless I consent to it; that the trustees may or may not permit me to revoke my consent to waiver at a later date; and that my spouse may not change beneficiary(ies) to anyone other than myself without my consent.

X \_\_\_\_\_

Spouse's Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Spouse's Printed Name

## Sweep Account Instructions

### For Cash Within the Account:

*This type of account may not retain excess cash balances in Credit Interest (CIP). Excess cash balances must sweep to the bank insured deposit program.*

The sweep program is provided by HTS to its customers offering you the ability to automatically transfer excess cash balances in your securities account to an account at a bank whose deposits are insured by the FDIC. A sweep of your excess cash balance allows you to earn interest on the funds while retaining the flexibility to quickly access that cash to purchase securities or withdraw it. HTS may change the products available under the sweep program. For existing accounts, please notify your Financial Professional if you wish to sweep cash balances to the Bank Insured Deposit program. Individual retirement accounts and qualified retirement plan accounts may not retain excess cash balances in CIP. Therefore, these specific types of accounts must affirmatively select the Bank Insured Deposit program.

The Bank Insured Deposit is a program which involves a series of FDIC-insured bank accounts maintained at various participant banks, including PlainsCapital Bank, an affiliate of Hilltop Securities Inc. (HTS). Bank deposits are generally insured up to \$250,000 per depositor, while your IRA and other qualifying self directed retirement funds on deposit are separately insured up to \$250,000. Balances in Bank Insured Deposit up to \$5 million may be covered depending on the number of participant banks in the program. Account balances in excess of the combined coverage limits of the participant banks will be swept by HTS to a money market fund. A list of participant banks is available at [www.hilltopsecurities.com](http://www.hilltopsecurities.com). Deposits you may have directly placed with any participant bank should be taken into account when assessing your FDIC coverage. If you have a deposit with one of the participant banks that is separate from a balance in the Bank Insured Deposit, please notify your Financial Professional if the combined deposits are in excess of \$250,000.

I acknowledge that I have been notified of the general terms and conditions of the sweep program. I acknowledge that if I have selected the Bank Insured Deposit program, the terms and conditions will be mailed to me. Information regarding FDIC coverage is available at [www.fdic.gov](http://www.fdic.gov). Cash balances invested in the Bank Insured Deposit are not covered by SIPC or excess-SIPC coverage. Please consult your Financial Professional, as certain types of accounts may not be eligible to invest in the Bank Insured Deposit. HTS or your Financial Professional may receive a fee or compensation with respect to the Bank Insured Deposit. For more information concerning your cash account options, please contact your Financial Professional. For complete sweep account disclosures please see the Customer Information Brochure, as well as our website: [www.hilltopsecurities.com/disclosures/sweep-account-disclosure/](http://www.hilltopsecurities.com/disclosures/sweep-account-disclosure/). HTS may change the products available under the sweep program, however you will receive 30 days notice before certain specified changes are made.

## Option Account Agreement (Please read, complete and sign below if you wish to trade options)

### Prior option trading frequency

No Trading

Infrequent

Moderate

Active

## Option Strategy Levels Requested

Check the strategy level that you wish to utilize in this account

Level 1: Sell Covered Calls/Cash Secured Puts

Level 2: Level 1 plus buying calls and/or puts.

By signing below, I acknowledge that I have received a copy of the HTS Option Account Agreement Section of the Customer Information Brochure and that I have read, understand and agree to be bound by the terms. I feel that I have sufficient knowledge to invest in options and I represent that I will maintain extra awareness due to the short life and price volatility of options. **I REPRESENT THAT I AM CAPABLE OF EVALUATING, CARRYING AND BEARING THE FINANCIAL RISKS AND HAZARDS OF THE OPTION STRATEGIES AS I HAVE REQUESTED.**

X \_\_\_\_\_ Date \_\_\_\_\_  
Applicant's Signature

## Account Agreement and Special Instructions

You hereby request that your Financial Professional maintain a brokerage account in the name(s) listed on this application. You acknowledge that you have received, read and understood the Hilltop Securities Inc. (HTS/Firm) Cash Account Agreement (Agreement) section of the Customer Information Brochure and that you agree to be bound by the terms and conditions of the Agreement that apply to your brokerage account, as is currently in effect and as may be amended from time to time, and that you will contact your Financial Professional regarding any questions that may relate to your account in a timely manner.

By signing below, you authorize HTS to invest or transfer on an ongoing basis any excess cash balances to another account or institution as per the sweep account option selected above. You also acknowledge that you have read, understand, and agree to be bound by all terms as contained in the Customer Information Brochure relating to sweep accounts. You agree to notify your Financial Professional should you wish to change your sweep account selection. You also authorize HTS to transfer your interest in the selected sweep option to another product in its sweep account program upon 30 days written notice.

By signing this Application, you confirm your intention to reinvest cash credit balances held by HTS in your name, and you further confirm that this cash credit balance is being maintained in your account solely for the purpose of reinvestment. You acknowledge your understanding that cash balances of up to \$250,000 are protected by the Securities Investor Protection Corporation (SIPC), but that SIPC coverage is not available for funds maintained solely for the purpose of earning interest.

Under rule 14b-1(c) of the Securities Exchange Act, a broker is required to disclose to an issuer the name, address, and securities positions of our customers who are beneficial owners of that issuer's securities unless the customer objects. If you object to the disclosure of such information, please check this box:

Yes, I object to the disclosure of such information.

## Tax Withholding Certifications (Please check all boxes that apply, and sign and date the signature section)

Primary Applicant	
<input type="checkbox"/>	<b>Person:</b> under penalties of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number; (2) I am not subject to backup withholding because; (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; (3) I am a U.S. Person (including a U.S. resident alien); and (4) the Foreign Account Tax Compliance Act (FATCA) code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct
<input type="checkbox"/>	<b>Certification Instructions:</b> You must check this box if you cannot certify to item (2) above, meaning that you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report interest and dividends on your tax return.
<input type="checkbox"/>	<b>Non-Resident Alien:</b> I certify that I am not a U.S. citizen, U.S. Resident alien, or other U.S. Person for U.S. tax purposes, and I am submitting the applicable Form W-8Ben with this form to certify my foreign status and, if applicable, claim tax treaty benefits.

Under penalties of perjury, I certify that the above information (including my social security number) is correct. I hereby agree to participate in the IRA offered by the Custodian. I acknowledge receipt of a copy of the plan document under which this IRA is established and a copy of the Disclosure Statement with respect to this IRA. I direct that all benefits upon my death be paid as indicated above. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402 (a) (5)-IT of the IRS regulations, to treat this contribution as a rollover contribution. The Custodian of this account is Hilltop Securities Inc. Notice of revocation must be delivered or mailed to Hilltop Securities Inc. / 717 N. Harwood Street, Suite 3400 / Dallas, TX 75201 / Phone #: (214) 859-1800.

By signing and dating this form, all applicants authorize the disclosure of the names, security position(s) and contact information, for purposes of receiving official communications concerning municipal securities, if relevant, to (a) an issuer of municipal securities; (b) a trustee for an issue of municipal securities in its capacity as trustee; (c) a state or federal tax authority; or (d) a custody agent for a stripped coupon municipal securities program in its capacity as custody agent. (For additional information, please see MSRB Rules G-8(a)(xi) and G-15(g)(iii)(A).)

"Power of Attorney" not related to limited trading authorization will be accepted if it complies with the POA standards established by Hilltop Securities Inc.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup and FATCA withholding. For IRS Form W-9 instructions please use the following link: <https://www.irs.gov/pub/irs-pdf/iw9.pdf>.**

In consideration of the firm accepting this account, I acknowledge that I have read, understand and agree to be bound by the Account Agreement terms as contained in the Customer Information Brochure, that I acknowledge receiving the Form CRS, DOL PTE Fiduciary Disclosure, and the Brokerage Services Disclosure Brochure. **I further acknowledge that I have read and understand the pre-dispute arbitration clause contained in the Account Agreement section of the Customer Information Brochure and agree to resolve any disputes arising out of my account by arbitration.** I certify that the foregoing client information is accurate and I am aware that the information is relied upon by the financial professional in servicing my account, and as such, I agree to notify the Firm in writing of any material changes, including those to the holder's financial situation or investment objectives.

## Legal Documents and Disclosures

Document Name	URL
Important information about our brokerage and investment advisory services	
Customer Information Brochure	<a href="https://www.hilltopsecurities.com/disclosures/customer-information-brochure/">https://www.hilltopsecurities.com/disclosures/customer-information-brochure/</a>
Basic Securities & Brokerage	
Privacy Policy	<a href="https://www.hilltopsecurities.com/disclosures/privacy-policy/">https://www.hilltopsecurities.com/disclosures/privacy-policy/</a>
Hilltop Securities Inc. Sweep Disclosure	<a href="https://www.hilltopsecurities.com/disclosures/sweep-account-disclosure/">https://www.hilltopsecurities.com/disclosures/sweep-account-disclosure/</a>
IRA Agreement Disclosure	<a href="https://www.hilltopsecurities.com/wp-content/uploads/2021/12/Individual-IRA-Agreement-Disclosure-and-Application-10-30-2021-3.pdf">https://www.hilltopsecurities.com/wp-content/uploads/2021/12/Individual-IRA-Agreement-Disclosure-and-Application-10-30-2021-3.pdf</a>
Roth IRA Agreement Disclosure	<a href="https://www.hilltopsecurities.com/wp-content/uploads/2021/12/Roth-IRA-Agreement-and-Application-10-30-2021-2.pdf">https://www.hilltopsecurities.com/wp-content/uploads/2021/12/Roth-IRA-Agreement-and-Application-10-30-2021-2.pdf</a>
SEP IRA and IRA Adoption Agreement Disclosure	<a href="https://www.hilltopsecurities.com/wp-content/uploads/2021/12/SEP-IRA-and-IRA-Adoption-Agreement-Disclosure-and-SEP-Application-10-30-2021.pdf">https://www.hilltopsecurities.com/wp-content/uploads/2021/12/SEP-IRA-and-IRA-Adoption-Agreement-Disclosure-and-SEP-Application-10-30-2021.pdf</a>
PTE DOL Fiduciary Disclosure	<a href="https://www.hilltopsecurities.com/wp-content/uploads/2022/04/HTS_PTE-Fiduciary-Disclosure-Letter_.pdf">https://www.hilltopsecurities.com/wp-content/uploads/2022/04/HTS_PTE-Fiduciary-Disclosure-Letter_.pdf</a>
Margin & Options	
Characteristics and Risk of Standardized Options	<a href="http://www.theocc.com/about/publications/character-risks.jsp">http://www.theocc.com/about/publications/character-risks.jsp</a>
Special State for Uncovered Option Writers	
IRS Form	
IRS Form W-9	<a href="https://www.irs.gov/pub/irs-pdf/fw9.pdf">https://www.irs.gov/pub/irs-pdf/fw9.pdf</a>

## Customer Signature

X \_\_\_\_\_  
 Applicant's Signature Date Applicant's Printed Name

## FOR BROKERAGE USE ONLY

Form CRS Delivered _____	In my capacity of Registered Options Principal, I have reviewed the client's financial condition, investment objective(s) and investment experience, and on that basis feel the following level of trading is suitable for the client:
Form CRS Delivery Method _____	
Copies of all Written Agreements Delivered _____	<input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2
DOL PTE Fiduciary Disclosure Delivered _____	X _____ X _____ Option Principal's Signature Date
DOL PTE Fiduciary Disclosure Delivery Method _____	_____ Option Principal's Printed Name
Customer Information Brochure Delivered _____	X _____ X _____ Financial Professional's Signature Date
Privacy Policy Delivered _____	_____ Financial Professional's Printed Name
X _____ X _____ Financial Professional's Signature Date	<input type="checkbox"/> Financial Professional's Attestation
_____ Financial Professional's Printed Name	X _____ X _____ Financial Professional's Signature Date
<input type="checkbox"/> Financial Professional's Attestation	_____ Financial Professional's Printed Name
X _____ X _____ Financial Professional's Signature Date	<input type="checkbox"/> Financial Professional's Attestation
_____ Financial Professional's Printed Name	X _____ X _____ Principal's Signature Date
<input type="checkbox"/> Financial Professional's Attestation	_____ Principal's Printed Name
Office # _____	X _____ X _____ Authorized Signature of Custodian Date
Financial Professional _____	_____ Authorized Printed Name of Custodian
Account # _____	