HIGHSTREET

March 9, 2020

BiBi A. Sattaur
107 29th Avenue
St. Pete Beach, FL 33706

RE: BiBi A. Sattaur Individual TOD - TD Ameritrade Account No. 944-073785

Dear BiBi A. Sattaur,

Enclosed you will find, for your records, copies of the following document pertaining to your account:

- Risk Questionnaire
- Investment Management Agreement
- Disclosure Acknowledgement
- Form ADV Part II
- Privacy Policy Statement
- The HighStreet Group company Addresses
- TD Ameritrade Institutional Disclosure Packet

Should you have any questions, please feel free to call us at (813) 910-2500.

Regards,

Michaeline Whitney

Enclosures

RISK QUESTIONNAIRE

CLIENT

Bibi A. Sattaur

944-073785

HIGHSTREET

Step 1 Educate Yourself • **Step 2** Take Responsibility • **Step 3** Make the Commitment • **Step 4** Feel Confident

Joining Highstreet is easy and straight forward. Getting started in 4 steps is designed to simplify the process of becoming a client by educating you about our firm, helping you understand your tolerance for risk, assisting you in the paperwork process to establish an account and making you feel confident that you made the right choice through effective communication.

COPY FOR
YOUR RECORDS

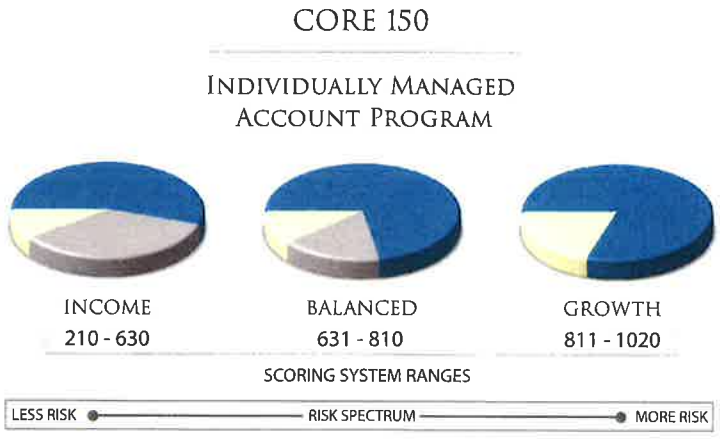
THE RISK QUESTIONNAIRE

Understanding your risk profile is the first step in taking responsibility of your investment needs. This Risk Questionnaire is designed to evaluate your ability and willingness to take investment risk and will give the portfolio managers information about your investment suitability. It is important for you to have an open discussion with Highstreet regarding your current financial situation.

There are two sets of questions within the Risk Questionnaire. The first section, CLIENT OBJECTIVES & EXPECTATIONS is not scored and are informational questions regarding your current investment accounts. Only the questions in the second section, RISK TOLERANCE, LIQUIDITY REQUIREMENTS & TIME HORIZON are individually scored resulting in an overall Risk Profile Score.

THE SCORING SYSTEM

Once all the individual questions have been answered and scored, a Risk Profile Score will be calculated by adding together all the individual scores. The higher a particular answers scores, the greater the level of risk you are willing to take in relation to the issues raised by the question. The scoring system ranges from the lowest possible score of "210" at the conservative end to a high of "1020" at the aggressive end.



Your Risk Profile Score will be matched to one of the three CORE 150 Investment Portfolios: Income, Balanced and Growth.

TAKE RESPONSIBILITY

Please fill out the questionnaire accurately and completely. When completed please sign and date the last page before returning the document back to Highstreet.

If you have questions regarding the Risk Questionnaire or would like to speak to one of the portfolio managers please contact us at 813.910.2500.

SECTION 1: CLIENT OBJECTIONS & EXPECTATIONS

1. This portfolio represents assets of a(n):

QUALIFIED (NON-TAXABLE)	NON-QUALIFIED (TAXABLE)
☐ Pension	☐ Corporate
☐ Profit Sharing Plan	☑ Individual Account
☐ Individual Retirement Account (IRA)	☐ Trust
☐ Other _____	☐ Other _____

2. Do you have a written policy statement or a written set of guildlines and objectives?

☐ Yes ☑ No *If yes, please provide a copy of the documents.*

3. How many investment accounts are you considering investing?

Number of accounts 1 + ANNUITY (2)

4. What is the current market value of the assets in those investment accounts?

$ 115,000

5. Describe your portfolio's anticipated withdrawal schedule.

ESTIMATED ANNUAL WITHDRAWALS *Please check one on each line*

Near term (next 3 years) $ -0- ☐ annually ☐ quarterly ☐ monthly

Mid term (4-10 years) $ -0- ☐ annually ☐ quarterly ☐ monthly

Long term (over 10 years) $ NOT SURE ☐ annually ☐ quarterly ☐ monthly

6. Are there any social, legal, tax or other constraints on the portfolio's investments?

☐ Yes ☑ No *If yes, please state below.*

_____

_____

7. Are there any constraints limiting the investment in any class of security?

☐ Yes ☑ No *If yes, please state below.*

8. Are there any constraints on holding any particular security in the portfolio?

☐ Yes ☑ No *If yes, please state below.*

9. Do you have a specific total return in mind for the portfolio?

☑ Yes ☐ No *If yes, what is the return?* 9 % (IF POSSIBLE)

10. Do you have a specific annual income return in mind?

☐ Yes ☑ No *If yes, what is the annual income $* _____

Please indicate any additional comments or remarks addressing your investment objectives.

SECTION 2: RISK TOLERANCE, LIQUIDITY REQUIREMENTS & TIME HORIZON

1. What percent of the total assets will be represented by your portfolio?

This question is designed to determine the position of your portfolio within your overall investment structure. The answer will factor into the evaluation of an appropriate risk posture, since the greater the proportion of your total investments in your portfolio, the greater the need may be for preservation of capital and a more conservative investment approach.

Percent of the assets	SCORE	*Check one of the three choices*
☑ 75 to 100%	15	
☐ 25 to 75%	75	
☐ 0 to 25%	105	

SCORE 15

* NOW (CURRENT) SHOULD INCREASE THEN 2m+ (WITHIN 10 YEARS)

2. Are the other investment holdings not represented in your portfolio very liquid, moderately liquid or illiquid?

The response to this question should identify your total investment posture and the liquidity level of investments not held in your portfolio. An understanding of the liquidity of the other holdings provides a context for determining the appropriate level of liquidity that may be needed in your portfolio itself. The less liquid the assets outside the program, the greater the need may be for ready liquidity in your portfolio.

Other Holdings	SCORE	*Check one of the three choices*
☑ Very Liquid	100	
☐ Moderately Liquid	60	
☐ Illiquid	20	

SCORE 100

3. Taking into account the combined effect of contributions and withdrawals, what will be the net effect on the portfolio's overall size?

In answering this question, consider the combined effect of both withdrawals and contributions over the indicated time periods. The answer will describe the sort of cash flow positions the investment manager will be working with. In a positive, or increasing , cash flow situation, with contributions greater than withdrawals, there would generally be further assets as well as investment income for the manager to invest. In a negative, or decreasing, cash flow position with withdrawals greater than contributions the investment manager would be constantly liquidating assets to raise cash for your use.

Check one box on each row

Net Effect on Assets:	Increase	Level	Decrease
Near term (next 3 years)	☐ 45	☑ 30	☐ 0
Middle term (4-10 years)	☑ 30	☐ 25	☐ 10
Long term (over 10 years)	☑ 25	☐ 20	☐ 15

SCORE 85

4. Are there any circumstances you can envision, outside the usual contributions and withdrawals, that might necessitate the immediate liquidation of a major portion (over 30%) of this portfolio?

This question asks you to consider "worst case" scenarios. The answer will help to define the predictability of the cash flows described in the prior two questions, as well as the potential need for emergency liquidity.

Example : A company decides to shut down a division and lay off employees, a portion of the pension fund will have to be liquidated in order to buy annuities from an insurance company for the terminated employees. In the case of an individual, such events as the purchase of a larger house or the start-up of a business could require liquidating a major portion of the portfolio.

	RESPONSE	SCORE
If No:	☑	100

Check one box on each row and add together:

If YES:		Probability		
	Size	**Low**	**Medium**	**High**
would you liquidate?	30%	☐ 40	☐ 35	☐ 30
would you liquidate?	50%	☐ 30	☐ 25	☐ 20
would you liquidate?	80%	☐ 20	☐ 15	☐ 10
would you liquidate?	100%	☐ 10	☐ 5	☐ 0

SCORE 100

5. On a scale of 1 to 5, (1 = low risk, 5 = high risk) please characterize your tolerance for risk taking in your portfolio.

Here you should give an indication of your ability to tolerate risk in the portfolio. In the most basic terms, risk tolerance can be defined as the ability or willingness to absorb losses.

Check One Answer:

	RESPONSE	SCORE
LOW	☐ 1	10
	☐ 2	35
MEDIUM	☐ 3	60
	☐ 4	85
HIGH	☑ 5	105

SCORE 105

6. How would you categorize your portfolio's investment objectives?

A growth oriented style implies that you want the portfolio aggressively managed for maximum return, with long-term price appreciation more important than current income. It further implies that you are willing to absorb risk and that your time horizon for performance is relatively long. Appreciation of capital with income as a minor consideration.

A balanced approach implies that income and capital appreciation are of approximately equal importance. You will generally have a moderate tolerance for risk, but may not be willing to absorb significant fluctuations in results. A strategy with an emphasis on both appreciation and income.

A fixed-income style suggests that coupon and dividend income is a major factor for you, with some emphasis on protection of principal. This is a very conservative approach, emphasizing dividend or interest income.

RESPONSE	SCORE	*Check One Answer:*
☑ Growth oriented style	105	
☐ Balanced approach	70	
☐ Fixed-Income style	10	

SCORE 105

7. Given your investment objectives from Question #6, what is your time horizon for those objectives?

You need to set a reasonable time frame for evaluating whether the desired investment results are being achieved. For example, if you are opting for a growth portfolio you may be seeking to double its value. Given historical rates of return in the financial markets, a short time frame (a year or two) would not be a reasonable response here.

Also, your response should take into account your degree of patience and your ability to absorb volatility. For example, a need to evaluate results over a short time frame would tend to suggest a need for consistent, predictable investment results. A willingness to take a longer view would tend to suggest a willingness to tolerate less consistent, more volatile interim results, in return for the potential of a higher rate of return over the entire period.

TIME PERIOD INDICATED	SCORE	*Check One Answer:*
☐ 0-3 Years	20	
☐ 3-5 Years	60	
☑ 5-10 Years	100	

SCORE 100

8. Are there any quality restrictions for the equity and fixed income instruments in the portfolio? You should list any asset quality restraints, as measured by standard ratings such as Moody's or Standard & Poor's. As a general rule, it would be expected that aggressive investors would typically tend to have fewer quality restrictions than more conservative investors.

RESPONSE	SCORE	*Check One Answer:*
☑ No Constraints	100	
☐ Minor Constraints	60	
☐ Major Constraints	20	

Please explain:

SCORE 100

9. Do you prefer a portfolio that is. . .
This question parallels the investment styles outlined in Question #6, but it also "characterizes", these styles as aggressive, moderate or conservative. It highlights and confirms the risk component of the style issues that are a critical factor in clarifying your investment strategy. Your response should obviously be consistent with the response in #6.

Aggressively managed for growth, with a commensurate level of risk (as defined by fluctuations in return) and thus the possibility of negative returns in any given year, within an overall goal of growth over the longer term.

Managed in a moderate manner for growth and income, with less potential than above for fluctuation of results and thus for negative returns in any given year. Essentially this portfolio would be managed at a moderate risk level.

Conservatively managed, i.e. a portfolio with the goal of consistent returns with relatively low levels of risk.

RESPONSE	SCORE	*Check One Answer:*
☑ Aggressive	100	
☐ Moderate	60	
☐ Conservative	20	

SCORE 100

10. Please choose an asset mix that matches your return goals for your portfolio without exceeding your tolerance for risk.

VOLATILITY

The historical performance of the five asset mixes from which an answer must be selected are listed below. These points range from the low risk / low return position, composed entirely of Treasury bills, to the higher risk / higher return position, composed entirely of an equity index. This question also probes whether your long-term expectations of return are realistic versus your risk tolerance. The specific asset mixes available here (a choice between the two risk / return "extremes" of Treasury bills or equities) highlight the short-term risks inherent in any choice involving an expectation of relatively high returns. For example, making a choice here of an asset mix of mainly Treasury bills, in order to avoid the higher volatility of equities would not be consistent with a response to Question #9 that indicated a desire on your part for high levels of return.

RATE OF RETURN

Historically, Treasury bills have returned approximately 3% on an annual basis while common stocks have returned approximately 12%. While Treasury bills have been virtually risk-less, from year to year the results for common stocks have been considerably more volatile. In fact, there is a reasonable chance, based on history, that in any one year an equity portfolio could either decrease in value by as much as -9% or increase in value by as much as 33%.

Check One Answer:

RESPONSE	RISK	SCORE
☑ I prefer...100% Stocks and 0% Treasury Bills	HIGH	105
☐ I prefer...75% Stocks and 25% Treasury Bills		85
☐ I prefer...50% Stocks and 50% Treasury Bills	MEDIUM	60
☐ I prefer...25% Stocks and 75% Treasury Bills		35
☐ I prefer...0% Stocks and 100% Treasury Bills	LOW	10

SCORE 105

RISK QUESTIONNAIRE RESULTS

Thank you for taking the time to complete the Risk Questionnaire. The relationship you form with Highstreet is based on trust and communication. Investment success is achieved by understanding your risk tolerance, utilizing a disciplined investment strategy and patience. Disclosing your personal information allows Highstreet to customize our relationship by determining the proper investment program that fits your goals and objectives.

RISK PROFILE SCORE

CORE 150

INDIVIDUALLY MANAGED ACCOUNT PROGRAM

The results of the questionnaire give you a Risk Profile Score of 915

The CORE 150 Investment Program you have qualified for is:

☑ The CORE 150 GROWTH PORTFOLIO is managed in such a way to produce a potential annual compounded rate of return target of 10-12% over a market cycle after fees/expenses while exposing the portfolio to a commensurate level of volatility given current market conditions. This portfolio is considered High Risk.

☐ The CORE 150 BALANCED PORTFOLIO is managed in such a way to produce a potential annual compounded rate of return target of 8-10% over a market cycle after fees/expenses while exposing the portfolio to a commensurate level of volatility given current market conditions. This portfolio is considered Moderate Risk.

☐ The CORE 150 INCOME PORTFOLIO is managed in such a way to produce a potential annual compounded rate of return target of 6-8% over a market cycle after fees/expenses while exposing the portfolio to a commensurate level of volatility given current market conditions. This portfolio is considered Low Risk.

Acknowledgement: I acknowledge that this Risk Questionnaire document was explained to me by a Highstreet representative. I have read and understand the risks associated with an investment in Highstreet and agree that the risk level I have scored into accurately reflects my suitability with respect to such investment program. If my circumstances change, with respect to my current accepted risk level above and or investment suitability, I will promptly notify the firm.

CLIENT(S)

Name: Bibi A. Sattaur Signature: Bibi A. Sattaur

Email: bibisattaur77@hotmail.com Date: 02/25/2020

Name: Signature:

Email: Date: 02/25/2020

HIGHSTREET FINANCIAL, LLC.

X Date: 02/25/2020

By: John J. Bartoletta or Darren J. Clauws, as its Authorized Signatory

INVESTMENT MANAGEMENT AGREEMENT

CLIENT

Bibi A. Sattaur

944-073785

HIGHSTREET

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HIGHSTREET

INVESTMENT MANAGEMENT AGREEMENT

THIS INVESTMENT MANAGEMENT AGREEMENT is made as of 02/25/2020 This Agreement (herein referred to as "Agreement") is entered into by and between HIGHSTREET FINANCIAL, LLC a Florida limited liability company and Registered Investment Advisor with the State of Florida Office of Financial Regulation (hereinafter referred to as "Advisor"), and Bibi A. Sattaur (hereinafter referred to as "Client"). By this Agreement, Client retains Advisor to provide investment management services to Client on the following terms:

1. Confidential Relationship. All information and recommendations furnished by either party to the other shall, at all times, be treated in strict confidence, and shall not be disclosed to third persons except as may be required by law, or except upon the prior written approval of the other party to this Agreement.

2. Client Authority. If Client is an individual, Client represents that he or she is of the age of majority and that there are no reasons which would affect the Client's authority to enter into this Agreement. If Client is a corporation, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate corporate action. If this Agreement is entered into by a trustee or fiduciary, the trustee or fiduciary represents that Advisor's investment management strategies, allocation procedures, and investment management services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Advisor of any event that might affect this authority or the propriety of this Agreement.

3. Non-Exclusive Agreement. It is understood that the Advisor renders investment management services for numerous clients. Nothing contained in this Agreement shall be deemed to impose upon the Advisor any obligation to purchase or sell for, or to recommend the purchase or sale to, any client any security which the Advisor may purchase or sell for or recommend to the account of any other client. Client recognizes that transactions in a specific security may not be accomplished for all client accounts at the same time or at the same price.

4. Retirement or Employee Benefit Plan Accounts. This section applies if the account is for a (A) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974 (ERISA), as amended; (B) tax-qualified retirement plan (including a KEOGH plan) under section 401(a) of the Internal Revenue Code of 1986 (the Code), as amended, and not covered by ERISA; or (C) an Individual Retirement Account (IRA) under Section 408 of the Code. If the account is for a plan subject to ERISA, Client appoints Advisor, and Advisor accepts its appointment, as an "investment manager" for the purposes of ERISA and the Code, and Advisor acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section 3 of this Agreement). Client represents that Advisor has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client's authority to retain Advisor. Client will furnish promptly to Advisor any amendments to the plan, and Client agrees that, if any amendment affects the rights or obligations of Advisor, such amendment will be binding on Advisor only when agreed to by Advisor in writing. If the account contains only a part of the assets of the plan, Client understands that Advisor will have no responsibility for the diversification of all of the plan's investments, and that Advisor will have no duty, responsibility or liability for Client assets that are not in the account. If ERISA or other applicable law requires bonding with respect to the assets in the account, Client will obtain and maintain at its expense bonding that satisfies this requirement and covers Advisor and its affiliated persons.

5. Investment Management Services. Upon execution of the Risk Questionnaire, Advisor will direct, in Advisor's sole discretion and without first contacting Client, the investment and reinvestment of the assets in Client's account in securities and cash or cash equivalents. Client's financial circumstances, investment objectives and any special instructions or limits that Client wishes Advisor to follow in managing the account are described in the Risk Questionnaire. Client agrees to notify Advisor promptly of any significant change in the information provided by the Client or any other significant change in Client's financial circumstances or investment objectives that might affect the manner in which Client's account should be managed. Client also agrees to provide Advisor with such additional information as Advisor may request in writing from time to time to assist in the management of the account.

6. Custodial Arrangements. Custody of Client's assets will be maintained with the independent custodian(s) mutually agreed upon by Client and Advisor. At no time will Advisor have custody of any of Client's assets. Client shall continue to have complete, free and clear ownership at all times of all securities and cash properly carried in their account, unless specifically directed otherwise by the Client in writing. Client will be solely responsible for paying all fees or charges of the custodian(s). Client authorizes Advisor to give the custodian(s) instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for Client's account. Client will receive monthly account statements directly from the custodian(s) showing all transactions occurring in the account and the funds, securities and other property in the account at the end of the period. Client authorizes the custodian(s) to provide Advisor with copies of all periodic statements and other reports for the account that the custodian(s) send to Client.

7. Execution of Investment Account Transactions. Advisor will arrange for the execution of securities transactions for the account through brokers or dealers that Advisor reasonably believes will provide best execution. In selecting a broker or dealer, Advisor may consider, among other things, the broker or dealer's execution capabilities, financial strength and stability, quality of service and access to the markets for the securities being purchased or sold. Advisor generally will seek competitive commission rates but will not necessarily attempt to obtain the lowest possible commission rates for the account.

8. Aggregation. Transactions for each client account generally will be effected independently, unless Advisor decides to purchase or sell the same securities for several clients at approximately the same time. Advisor may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Advisor's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among Advisor's clients in proportion to the purchase and sale orders placed for each client account for any given trade.

9. Reporting. On a quarterly basis, the Advisor will provide, at a minimum, an itemized statement detailing the current status of the account and a newsletter summarizing the events in the financial markets during the prior quarter as well as a discussion of anticipated future trends. Pursuant to Rule 204-3 of the Investment Advisors Act of 1940, the Advisor will annually offer to deliver, without charge, Form ADV, Part II, as filed with the State of Florida.

10. Management Fees. Client will pay Advisor a fee for its investment management services. Client understands that the fees for the investment supervisory services described herein shall be based on a percentage of the value of the assets managed by Advisor. Specifically, the fee will be payable quarterly, in advance, and shall be based on the value of the account, including cash, on the last day of the previous quarter.

ANNUAL FEE	QUARTERLY FEE
2.00%	.500%

In any partial calendar quarter, the management fee will be prorated based on the number of days that the account was open during the quarter. Advisor compensation is only as set out on schedule A, and no performance bonuses will be charged on any client's unrealized gains. Client understands that account assets invested in shares of mutual funds or other investment companies will be included in calculating the value of the account for purposes

of computing Advisor's fees and the same assets will also be subject to additional Advisory and other fees and expenses, as set forth in the prospectuses of those mutual funds or investment companies, paid by the mutual funds or investment companies but ultimately borne by the investor.

11. Liability. Realizing that fluctuations in security prices occur, Client agrees not to hold Advisor liable for losses sustained in the portfolio assets. In addition, Client agrees that, in the absence of fraud, willful misconduct, or willful negligence on the part of the Advisor, the Advisor shall not be liable in any way whatsoever for any recommendations given or actions taken or not taken with respect to the portfolio assets of Client. The Advisor shall not be responsible for any loss incurred by reason of any act or omission of Client, any custodian, or any brokerage firm. Client does not waive any rights under the Investment Advisors Act of 1940. However, Client understands that profits cannot be assured on any transaction, and neither the Advisor's acceptance of a Client's Investment Policy Statement nor any other provision of this Agreement shall be considered a guarantee that the overall investment effort will be profitable or any specific result will be achieved. It is further understood that the Advisor is acting as the agent of the Client and all securities and other assets in the account are held, purchased and sold solely at and for the risk of Client. The Advisor shall not be liable or responsible for any act or failure to act of any broker, bank or similar agent utilized by the Advisor effecting any transaction on Client's behalf, or for the financial solvency of any such broker, bank or agent. The Federal and State securities laws impose liabilities under certain circumstances on persons who act in good faith. Therefore, this does not constitute a waiver of any of Client's legal rights under common law or federal and state securities laws.

12. Proxy Voting. The Advisor claims no ownership rights, by virtue of its Advisory relationship, to any client securities and each client retains all incidental rights of ownership including the right to vote securities held in its name or in nominee name.

13. Mediation/Arbitration. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) must be entered in any court having jurisdiction thereof. It is agreed that Mediation and/or Arbitration shall take place in Tampa, Florida.

14. Severability. It is understood by the parties hereto that if any term, provision, duty, obligation, or undertaking herein contained is held by the courts to be unenforceable or illegal or in conflict with the applicable state law, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalid or unenforceable provision was not contained herein.

15. Assignment. This Agreement may be assigned by Advisor only with the prior written consent of the other party.

16. Termination of Agreement. This Agreement shall become effective on the date listed on the signature page of this Agreement and shall continue to remain in effect until terminated by either party, upon at least 30 days prior written notice to the other party. Fees paid in advance for the quarter in which termination occurs shall be refunded on a pro rata basis from the effective date of termination, which is 30 days after the receipt of client termination letter.

17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with the Investment Advisors Act of 1940, any rule or order of the State of Florida or the Securities and Exchange Commission under the Investment Advisors Act of 1940 and, if applicable to the account(s), ERISA and any rule or order of the Department of Labor under ERISA.

18. Disclosure. Client's signature below acknowledges that Client has received and has had the opportunity to read the Advisor's Form ADV Part II as required by Rule 204-3 of the Investment Advisors Act of 1940. If the ADV Part II was received less than 48 hours before the Client signed the Agreement, the Client has the right to cancel the Agreement without penalty within five days. The effective date of this Agreement shall be the date of acceptance by Advisor as indicated below.

SIGNATURE PAGE

PLEASE EXECUTE PAGE 4 AND PAGE 6

This Investment Management Agreement is executed and accepted by Client and Advisor as of 02/25/2020

HIGHSTREET FINANCIAL, LLC.
By: HIGHSTREET GROUP, LLC., It's Managing Member

X _____

By: John J. Bartoletta, as It's Authorized Signatory

CLIENT(S)

X Bibi A. Sattaur

By: Bibi A. Sattaur
Primary Signature

X _____

By:

Secondary Signature

SCHEDULE A

ASSOCIATED PERSON (AMBASSADOR) DISCLOSURE STATEMENT

The following statement is furnished, pursuant to Rule 206(4) 3 promulgated under the Invest¬ment Advisors Act of 1940, to each prospective investment Advisory client of High Street Financial, LLC., a Florida limited liability company (the "Advisor"), referred to it by the Associated Person (Ambassador) Internal.

Your account is being referred to the Advisor, a registered investment Advisor under the Investment Advisors Act of 1940. The Associated Person (Ambassador) is an independent contractor of the Advisor and performs no financial planning or investment Advisory services for the Advisor. The Associated Person (Ambassador) may perform other services for the Advisor or the Advisor may perform services for the Associated Person (Ambassador) for which one may compensate the other separately, but those services do not relate directly to the investment Advisory services rendered to you.

In order for the Advisor to obtain sufficient information about you to determine that you are suitable for the investment objectives you have chosen and to enable the Advisor to provide individualized services to you, the Associated Person (Ambassador) is responsible for interviewing you regarding your financial situation and individual needs (including, but not limited to, your investment objectives and restrictions) and providing such information to the Advisor at such time as Associated Person (Ambassador) introduces you to the Advisor.

The Associated Person (Ambassador) is also responsible for determining any changes in your financial situation and individual needs, (including, but not limited to, your investment objectives and restrictions,) at least quarterly, and at such time forwarding in writing to the Advisor all such information as the Associated Person (Ambassador) receives from you regarding such changes in your financial situation or individual needs. The Associated Person (Ambassador) also assists the Advisor with administrative functions as reasonably requested by the Advisor, including, but not limited to, assistance by the Associated Person (Ambassador) in determining the most efficient means of establishing your account, transferring assets to and from such an account and coordinating communications, reports and account information among you, the Advisor and the custodian of your account.

The Advisor will compensate the Associated Person (Ambassador) for its referral services rendered to the Advisor by paying the Associated Person (Ambassador) a portion of the annual Advisory fee equal to N/A percent of the fee charged by the Advisor based on the value of the customer's account on a continuing basis.

Notwithstanding the payment of any such fee, you will not be required (by reason of your introduction by the Associated Person (Ambassador) to the Advisor) to pay any additional or different amount than other separately managed account clients of the Advisor who were not referred by the Associated Person. The Advisor does and may in the future charge different fees to other accounts that it manages.

SCHEDULE B

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE STATEMENT

I hereby acknowledge receipt of a Schedule A - Associated Person (Ambassador) Disclosure Statement and a copy of Part II of the current ADV of High Street Financial, LLC a Florida limited liability company. Such documents were received and reviewed by me not less than 48 hours prior to entering into any written investment Advisory contract or, at the time of entering into any such contract.

I know I have the right to terminate the contract without penalty within five business days after entering into the contract. This arrangement was suggested to me by the Associated Person (Ambassador) stated in Schedule A.

DATED: 02/25/2020

CLIENT(S)

X Bibi A. Sattaur

By: Bibi A. Sattaur
Primary Signature

X_____

By:
Secondary Signature

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DISCLOSURE ACKNOWLEDGEMENT

CLIENTS

Bibi A. Sattaur

944-073785

HIGHSTREET

Step 1 Educate Yourself • **Step 2** Take Responsibility • **Step 3** Make the Commitment • **Step 4** Feel Confident

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COPY FOR
YOUR RECORDS

Disclosure Acknowledgement

I acknowledge that a Highstreet representative has disclosed the history of the firm and litigation involving the firm. The Highstreet representative has properly explained the risks associated with an investment with Highstreet and any conflicts of interest regarding Ambassador Solicitation and the compensation they will receive.

I acknowledge that the following documents were explained to me by a Highstreet representative. I have received, read and understand them:

Contact Information
Risk Questionnaire
Investment Management Agreement
Disclosure Acknowledgment
Form ADV Part II
Privacy Policy Statement Corporate
Address | Staff Listing

CLIENT(S)

Name: Bibi A. Sattaur Signature: Bibi A. Sattaur

Email: bibisattaur77@hotmail.com Date: 02/25/2020

Name: _____ Signature: _____

Email: _____ Date: 02/25/2020

FORM ADV PART II

HIGHSTREET

Step 1 Educate Yourself • **Step 2** Take Responsibility • **Step 3** Make the Commitment • **Step 4** Feel Confident

Joining Highstreet is easy and straightforward. Getting started in 4 steps is designed to simplify the process of becoming a client by educating you about our firm, helping you understand your tolerance for risk, assisting you in the paperwork process to establish an account and making you feel confident that you made the right choice through effective communication.

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Item 1: Cover Page

HIGH STREET FINANCIAL, LLC

12802 Tampa Oaks Blvd., Suite 405
Tampa, FL 33637

Tel. 813-910-2500
www.highstreet.us

Form ADV Part 2A
Brochure Date:
March 26, 2019

THIS BROCHURE PROVIDES INFORMATION ABOUT THE QUALIFICATION AND BUSINESS PRACTICES OF HIGH STREET FINANCIAL, LLC. IF YOU HAVE ANY QUESTIONS ABOUT THE CONTENTS OF THIS BROCHURE, PLEASE CONTACT US AT 813-910-2500. THE INFORMATION IN THIS BROCHURE HAS NOT BEEN APPROVED OR VERIFIED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR BY ANY STATE SECURITIES AUTHORITY. HIGH STREET FINANCIAL, LLC IS A REGISTERED INVESTMENT ADVISOR. SUCH REGISTRATION DOES NOT IMPLY THAT AN INVESTMENT ADVISOR HAS REACHED A CERTAIN LEVEL OF SKILL OR TRAINING.

Additional information about High Street Financial, LLC also is available on the SEC's website at www.advisorinfo.sec.gov.

Item 2: Summary of Material Changes

Since our last update to the Form ADV Part 2A dated March 26, 2018

- There are no Material Changes.

Item 3: Table of Contents

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Item 4: Advisory Business

High Street Financial, LLC. (High Street) was founded in 1998 by its managing member, John Bartoletta who remains its principal owner. We provide investment supervisory services to individuals, pension and profit sharing plans, trusts and estates, charitable organizations, corporations, partnerships and other business entities. As of 12/31/18, High Street has discretionary assets under management of $19,454,005 and non-discretionary assets under management of $918,174.

We manage accounts in three basic categories: Core 20, Core 150, and Core Annuity. Core 20 accounts are primarily managed using mutual funds and exchanged traded funds. Core 150 uses the same products as Core 20 in addition to exchange-traded equities and fixed income and in some cases equity options. Fixed income securities could include corporate debt, certificates of deposit, municipal securities, and US government securities. Core Annuity uses a variable annuity provider's sub-account options to manage a client's annuity account.

In some instances, our discretionary authority in making investment decisions may be limited by conditions on certain securities or types of securities imposed by the client in their investment guidelines or objectives or instructions otherwise provided to us. An example might be: "Do not invest in tobacco stocks", or "Do no invest in junk bonds".

We do not participate in wrap fee programs.

Item 5: Fees and Compensation

High Street is compensated on the basis of fees calculated on a tiered percentage of assets under management. Such fees are charged quarterly based upon the amount of tiered assets under management at the end of each quarter. Our management fee is based on the following tiered asset ranges and is calculated on the net asset value of each account at the quarter end.

TIERED ASSET RANGE	QUARTERLY FEE	ANNUALIZED
$ 0 - $ 500,000	.625%	2.50%
$ 500,000 - $ 1,000,000	.500%	2.00%
$ 1,000,000 - $ 3,000,000	.375%	1.50%
$ 3,000,000 - 5,000,000	.3125%	1.25%
Above $ 5,000,000	.250%	1.00%

For accounts that are directly related, a consolidated fee may be assessed. The fee will then be calculated as a flat fee across all accounts. In the past we have taken over clients from other Investment Advisors. We have honored their pricing structure and it may differ from our billing structure above. We typically seek the client's approval to directly deduct our fees from the managed account but other arrangements can be made.

Termination shall become effective on the date listed on the signature page of the agreement and shall continue to remain in effect until terminated by either party, upon at

least 30 days prior written notice to the other party. Fees paid in advance for the quarter in which termination occurs shall be refunded on a pro rata basis from the effective date of termination which is 30 days after receipt of Client Termination letter.

Our management fee is charged quarterly and includes all costs except transaction costs such as brokerage commissions, which are charged to the account as the transaction occurs by the broker/dealer or other fees that may be charged by the custodian such as a wire fee. As well, each client as a shareholder in an underlying mutual fund or exchange traded fund, will indirectly bear a share of management fees and expenses incurred by that fund.

Item 6: Performance-Based Fees and Side-by-Side Management

We do not charge performance-based fees on managed accounts.

Item 7: Types of Clients

We provide advisory services to individuals, pension and profit sharing plans, trusts and estates, charitable organizations, corporations, partnerships and other business entities. The minimum account size to open an account is typically $20,000 but the minimum may be waived at the firm's discretion. We have no minimum asset level to maintain an account once open.

Item 8: Methods of Analysis, Investment Strategies, and Risk of Loss

We use a series of proprietary quantitative style models in our cross-match approach to portfolio management. This approach is referred to as Dynamic Style Rotation. Dynamic Style Rotation is a quantitative investment process that actively tilts portfolio weightings among various equity and fixed income styles.

Technical analysis, trend analysis and fundamental analysis of sectors may also be used to trigger both buys and sells. Sources of information that we use included: Financial newspapers, magazines and websites, research reports prepared by others, corporate rating services, annual reports, prospectuses and other filings with the S.E.C. and company press releases.

The profitability of the investment program depends on correctly assessing the future course of the price movements of securities. There can be no assurance that we will be able to predict accurately these price movements. Investing in securities involves a risk of loss.

Item 9: Disciplinary Information

High Street does not have any material legal or disciplinary issues to disclose.

Item 10: Other Financial Industry Activities and Affiliations

High Street does not have any material relationships or arrangements with related financial industry participants.

Item 11: Code of Ethics, Participation, or Interest in, Client Transactions and Personal Trading

High Street does not participate in any manner as a principal, agent or broker in client security transactions. As well, advisory personnel do not invest in the same securities that are recommended to clients. High Street has implemented an investment policy relative to personal securities transactions. This investment policy is part of an overall Code of Ethics which establishes a standard of business conduct for all associated persons that is based upon fundamental principles of the company. A complete copy of High Street's Code of Ethical Conduct is available on request from our office at 12802 Tampa Oaks Blvd., Suite 405, Tampa, FL 33637

Item 12: Brokerage Practices

High Street may negotiate a contract for the managed account to be maintained with a specific broker/dealer in order to receive the most favorable commissions and the best price obtainable on each transaction. In determining the brokers we consider several factors. First, we seek to negotiate a combination of the most favorable commission and the best price obtainable on each transaction (generally defined as best execution). Second, broker selection may also be based on the quality and amount of the research services which they provide to the High Street and indirectly to the client. These services are designed to augment our own internal research and investment strategy capabilities. Such services include a wide variety of reports on: companies and industries of particular interest; general economic conditions; pertinent federal and state legislation developments and changes in accounting practices; numerous computer software quantitative models; direct access by telephone or meetings with leading research analysts throughout the financial community; comparative performance evaluation and technical measurement services from recognized experts in investment areas of interest to the us.

Transactions for each client account generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may (but are not obligated to) combine or "batch" such orders to obtain a) best execution; b) to negotiate more favorable commission rates or; c) to allocate equitably among all clients differences in prices and transaction costs that might have been obtained

had such orders been placed independently. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among Advisor's clients in proportion to the purchase and sale orders placed for each client account for any given trade.

If properly licensed, an associated person may receive a percentage of the annual investment advisory fee charged to a client for the referral. That fee is paid on an on-going basis for the time that High Street manages the account. Certain conditions and terms must be met and are listed in the Associated Persons agreement between the representative and High Street. A copy of the agreement is available.

Item 13: Review of Accounts

The following individuals review all accounts regularly, in any event not less frequently than quarterly. Any account performance that varies significantly from the appropriate benchmark will be evaluated immediately. Accounts will also be reviewed annually to determine their conformity to the applicant's current investment policy and strategy.

REVIEWER	TITLE	ACCOUNTS
John J. Bartoletta	Founder and Managing Member	All Accounts
Darren J. Clauws	Chief Investment Strategist	All Accounts

We provide a quarterly portfolio appraisal and summary which contains the number of shares of each security in the account, unit cost, total cost, market price, market value, percentage of the portfolio, estimated annual income, if any, and yield. The custodian or broker/dealer provides confirmations on all transactions as well as their monthly statements.

Item 14: Client Referrals and Other Compensation

As reference in Item 12, an associated person may receive a percentage of the annual investment advisory fee charged to a client for a referral. That fee is paid on an on-going basis for the time that High Street manages the account. Certain conditions and terms must be met and are listed in the Associated Persons agreement between the representative and High Street. A copy of the agreement is available. This relationship and the amount of fee paid is disclosed in the management agreement of any affected accounts.

Item 15: Custody

High Street does not have custody of any client assets.

Item 16: Investment Discretion

High Street generally supervises and manages the client's portfolio and makes investment decisions without consultations with the client which would involve determinations regarding which securities are bought and sold for the account, the total amount of the securities to be bought and sold, the brokers with whom orders for the purchase or sale of securities are placed for execution and the price per share and the commission rates at which securities transactions are effected. In some instances, our discretionary authority in making these determinations may be limited by conditions imposed by the client in their investment guidelines or objectives or instructions otherwise provided to us. Discretionary authority may also be limited by directions from clients through specified brokers for portfolio evaluation/consulting.

Item 17: Voting Client Securities

High Street does not vote proxies on behalf of client accounts. Clients receive proxies and other solicitations directly from their account custodian (i.e. - TD Ameritrade).

Item 18: Financial Information

There are no financial conditions that are reasonably likely to impair our contractual commitments to clients.

Item 19: State-Registered Advisors

John J. Bartoletta, Founder and Managing Member. (Born 7/24/63)
Mr. Bartoletta is responsible for the pioneering, developing and implementing of High Street's proprietary quantitative style based investment methodology known as Dynamic Style Rotation. His day-to-day responsibilities revolve around all trading, research, investment policies and systems development decisions.

Before founding High Street, Mr. Bartoletta served as a Vice President for the Hannah Group of Boston. During his tenure there, he provided pension-consulting services to corporate, public, endowment, foundation and Taft-Hartley clients. Upon joining the Hannah Group in 1988, Mr. Bartoletta engaged in the ongoing research and development of style-based, quantitative portfolio management models.

On August 22nd, 2001 Mr. Bartoletta presented to Lawrence B. Lindsey, Assistant to the President and Director of the National Economic Council at The White House in Washington D.C. The discussion centered around the current state of the economy as it relates to the financial services industry.

On May 8th, 2002 Mr. Bartoletta and High Street was honored by the U.S. Congress and Small Business Administration, Chaired by Congressman Donald A. Manzullo of Illinois, as a finalist for the Small Business of the Year. The house Small Business Committee held the hearing to highlight some of America's most successful small businesses in relation to National Small Business week. Mr. Bartoletta's testimony encouraged the committee to focus on ways government can reduce the regulatory burden on small business, their heavy tax burden and their capacity to pass on their business to future generations.

The company has also been profiled in the Wall Street Journal. He attended the University of Michigan, where he concentrated his studies in the fields of both Economics and Finance.

Darren J. Clauws, MBA- Chief Investment Strategist. (Born 7/1/70)
Mr. Clauws is responsible for the co-management of all portfolios and trading systems. He is also responsible for all portfolio accounting and billing. In addition, he assists with security research and selection. He received his bachelor's degree in economics from Wilfrid Laurier University (Canada) in 1993 and his MBA from the University of South Florida in 1995. Mr. Clauws joined International Investments (an investment advisor) in early 1995 as Assistant Portfolio Manager. When International Investments was dissolved Mr. Clauws joined Lenox Capital Management as Chief Investment Strategist. In September of that year he joined Mr. Bartoletta at High Street Financial.

THIS BROCHURE SUPPLEMENT PROVIDES INFORMATION ABOUT JOHN BARTOLETTA AND DARREN CLAUWS THAT SUPPLEMENTS THE HIGH STREET FINANCIAL, LLC BROCHURE. YOU SHOULD HAVE RECEIVED A COPY OF THAT BROCHURE. PLEASE CONTACT US AT 813-910-2500 IF YOU DID NOT RECEIVE HIGH STREET FINANCIAL, LLC'S BROCHURE OR IF YOU HAVE ANY QUESTIONS ABOUT THE CONTENTS OF THIS SUPPLEMENT.

Additional information about High Street Financial, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 1: Cover Page

HIGH STREET FINANCIAL, LLC

12802 Tampa Oaks Blvd., Suite 405
Tampa, FL 33637

Tel. 813-910-2500
www.highstreet.us

Form ADV Part 2B

For:

John J. Bartoletta
(Section One)

Darren J. Clauws
(Section Two)

Brochure Supplement Date:
March 26, 2019

HIGH STREET FINANCIAL, LLC IS A REGISTERED INVESTMENT ADVISOR. SUCH REGISTRATION DOES NOT IMPLY THAT AN INVESTMENT ADVISOR HAS REACHED A CERTAIN LEVEL OF SKILL OR TRAINING. THIS BROCHURE SUPPLEMENT HAS NOT BEEN APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES AUTHORITY.

SECTION ONE – John Joseph Bartoletta

Item 2: Educational Background and Business Experience

Founder, CEO, Managing Member, and Chief Compliance Officer of High Street Financial since 1997
Born: July 24, 1963
Attended University of Michigan

Item 3: Disciplinary Information

There are no material legal or disciplinary disclosure events.

Item 4: Other Business Activities

John does not actively participate in any other investment-related businesses.

Item 5: Additional Compensation

No additional compensation is earned based on number of sales, account performance, client referrals or any other such item.

Item 6: Supervision

Supervision is performed by John Bartoletta himself (in his capacity as both managing member and compliance officer) to ensure that all activities comply with the company's established policies and procedures. He can be reached at 813-910-2500.

Item 7: Requirements for State-Registered Advisors

John Bartoletta filed 7/11/2012 for voluntary chapter 13 personal bankruptcy. It was dismissed 10/1/2012 with NO creditor compromises. Upon cursory review, the Judge dismissed (rejected) the Voluntary bankruptcy case finding no cause for the initial filing given excellent financials and credit. This case is NOT related to High Street Financial, LLC.

SECTION TWO – Darren James Clauws

Item 2: Educational Background and Business Experience

Chief Investment Strategist of High Street Financial since 1997
Born: July 1, 1970
Wilfrid Laurier University, Bachelor of Arts, Economics 1993
University of South Florida, Master of Business Administration 1995

Item 3: Disciplinary Information

There are no material legal or disciplinary disclosure events.

Item 4: Other Business Activities

Darren does not actively participate in any other investment-related businesses.

Item 5: Additional Compensation

No additional compensation is earned based on number of sales, account performance, client referrals or any other such item.

Item 6: Supervision

Supervision is performed by John Bartoletta to ensure that all activities comply with the company's established policies and procedures. He can be reached at 813-910-2500.

Item 7: Requirements for State-Registered Advisors

There are no relevant disclosure events.

PRIVACY POLICY STATEMENT

HIGHSTREET

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COPY FOR
YOUR RECORDS

THE HIGHSTREET GROUP

PRIVACY POLICY STATEMENT

The following policies contained in this notice are applicable with respect to customers of the Highstreet Group and specifically Highstreet Financial a registered investment advisor (the "Company"). This notice is provided to you as a customer of the Company, pursuant to the U.S. Securities & Exchange Commission's adoption of Regulation S-P, entitled "Privacy of Consumer", in accordance with federal laws related to the privacy of certain information. You become a customer of the Company when you subscribe and are approved to invest in a fund or account operated or advised by us or when you execute your first investment transaction with us.

Your privacy is our priority. We are committed to your financial well-being, and protecting the privacy and security of the information you share with us is included in that commitment. You trust us with your personal and financial information, and we'll honor that trust by handling your information carefully and sensibly. This notice will help you understand how we safeguard and use your information. Our relationship with you is our most important asset. We understand that you have entrusted us with your private financial information, and we do everything we can to maintain that trust. Details of our approach to privacy and how your personal information is collected and used are set forth in the Privacy Policy Statement below.

This Privacy Policy Statement applies to consumers who are current or former Company clients. Throughout the policy, we refer to information that personally identifies you or your accounts as "personal information".

1. **We collect personal information in the normal course of business in order to administer your accounts and serve you better.**
   - Application and registration information: We collect information that you provide to us when you open an account. The information we collect may include name, address, phone number, e-mail address, social security number, and information about your interests, investments, and investment experience.
   - Transaction information: Once you have an account with us, in order to administer your account and better serve you, we collect and maintain personal information about your transactions, including balances, positions, and history, and may include your name or other data in an internal client list that reflects your activities with us.

2. **We do not disclose personal information to third parties, unless the following limited exception applies.**
   - Disclosure: We may disclose or report personal information in limited circumstances where we believe in good faith that disclosure is required or permitted under law, for example, to cooperate with regulators or law enforcement authorities.

3. **Outside of these exceptions, we will not share your personal information with third parties unless you have specifically asked us to do so.**

4. **We use your personal information to fulfill our regulatory obligations, inform, and to help us deliver the best possible service to you.**
   - Personal Information: For example, we may use your personal information to provide faster, more convenient services or to alert you to the Company's services you may find useful.

5. **We protect the confidentiality and security of your personal information.**
   - Confidentiality: We restrict access to your personal information to our employees and agents for business purposes only. All employees are trained and required to safeguard such information.
   - Security: We maintain physical, electronic, and procedural safeguards to guard your personal information.

6. **We continue to evaluate our efforts to protect personal information and make every effort to keep your personal information accurate and up to date.**
   - Evaluation: If you identify any inaccuracies in your personal information, or you need to make any changes to that information, please contact us so that we may promptly update our records.

7. **We will provide notice of changes in our information-sharing practices.**
   - Changes: If, at any time in the future, it is necessary to disclose any of your personal information in a way that is inconsistent with this policy, we will give you advance notice of the proposed change(s).

Physical Privacy Infrastructure

The Company utilizes leading edge technology to ensure that all information transmitted is safe and secure. Information is stored in a secure record keeping system that is located in secured areas of the building we occupy.

All record keeping systems are located in controlled areas, with physical access limited to authorized persons. Authorized personnel accompany visitors in controlled areas at all times. Employees of the Company may, from time to time, have access to this information in order to fulfill our service commitment to you. However, physical access to the controlled areas is logged and each employee, upon employment with the Company, is required to sign a confidentiality agreement concerning their individual duty to safeguard confidential data.

Online Privacy Infrastructure

The Company considers privacy, security, and service in our online operations to be just as critical as in the rest of our business. We therefore employ all of the safeguards described above, along with the following internet specific practices.

Password Protection

Your personal information can only be accessed online by using a user id and password issued by the Company.

E-mail Communications

E-mail is an important communication channel between the Company and its customers and prospective customers. Unfortunately, e-mail sent to the Company may not be encrypted, nor secure. We do not, nor do we recommend a client send any e-mail containing confidential information. Every effort is made to ensure that outgoing e-mails from the Company that contain private information requested by the customer are encrypted and safeguarded.

Links

The Company's website(s) may contain links to other web sites. The Company is not responsible for the privacy practices or the content of these other web sites.

Correcting and Updating Your Information

The Company provides this notice to you annually in conjunction with mailing of your annual financial statements or year-end reports. We may amend this policy at any time and we will inform you of changes as required by law.

The accuracy of your personal information is important to us. If you are a customer and have a concern about your personal or account information or have any questions regarding the privacy policies maintained by the Company, or want to correct, update, or confirm your information, please call us at 813.910.2500. We will be happy to review and update our records.

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CORPORATE ADDRESS | STAFF LISTING

HIGHSTREET

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THE HIGHSTREET GROUP

CORPORATE ADDRESS

The Highstreet Group of Companies

Highstreet Group, LLC
Highstreet Network, LLC
Highstreet Financial, LLC
Highstreet Investment Advisors, LLC

Corporate Headquarters

Highstreet Group, LLC
12802 Tampa Oaks Boulevard, Suite 405
Tampa, Florida 33637-1915 • USA
813.910.2500 Telephone
813.910.2501 Admin Facsimile
813.910.2502 Trading Facsimile

STAFF LISTING

OPERATIONS | BUSINESS DEVELOPMENT | CLIENT SERVICE

Jody D. Clermont	Chief Operating Officer	C: 813.892.2801	E: jclermont@highstreet.us
Michaeline K. Whitney	Client Coordinator	C: 727.215.6333	E: mwhitney@highstreet.us
Thomas J. Sherk	Communication Coordinator	C: 813.335.0097	E: tsherk@highstreet.us

RESEARCH | TRADING | PORTFOLIO MANAGEMENT

John J. Bartoletta	Chief Executive Officer	C: 813.992.0000	E: jbartoletta@highstreet.us
Darren J. Clauws, MBA	Chief Investment Strategist	C: 813.765.7372	E: dclauws@highstreet.us
Ronald M. George	Director of Trading	C: 561.901.2933	E: rgeorge@highstreet.us
Dan Nissen	Research Analyst	C: 813.508.0056	E: dnissen@highstreet.us

WEBSITE

CORPORATE SITE www.highstreet.us

TD AMERITRADE INSTITUTIONAL DISCLOSURE PACKET

Packet includes:

- Client Agreement
- Privacy Statement
- Business Continuity Plan Statement

COPY FOR
YOUR RECORDS

TD Ameritrade
Institutional

TD Ameritrade Institutional

Client Agreement

1 INTRODUCTION

This Agreement governs all brokerage accounts that I open with you, all transactions in my Account, the use of your websites, the Brokerage Services, the TD Ameritrade Content, and the Third-Party Content, and is binding on my heirs, executors, administrators, successors, and assigns, and will inure to the benefit of your successors. By opening an Account with you, I acknowledge that I have received, read, and understand this Agreement and agree to be bound by its terms.

"I," "me," "my," or "account owner" means each account owner who signs the Account Application. "You," "Your," or "TD Ameritrade" means TD Ameritrade Institutional, Division of TD Ameritrade, Inc., a wholly owned subsidiary of TD Ameritrade Holding Corporation, and, when applicable, TD Ameritrade Clearing, Inc. ("Clearing"), TD Ameritrade's clearing broker-dealer.

2 DEFINITIONS

"Account" means each brokerage account I open with you or have an interest in.

"Advisor" means any independent investment advisor authorized by me to act on my Account.

"Agreement" means these terms and conditions as well as any supplemental agreements and disclosures that apply to my Account, as amended from time to time.

"Applicable Rules" means all applicable federal and state laws, rules, and regulations, rules of any self-regulatory organization, the constitution and applicable rules, regulations, customs, and usages of the exchange or market and its clearing house.

"Brokerage Services" means your website and related services that you provide other than TD Ameritrade Content, which I need to place trades in my Account.

"Business Day" means Monday through Friday, excluding market holidays.

"Services" means, collectively, the websites, the Brokerage Services, The TD Ameritrade Content, and the Third-Party Content. This Agreement applies to the Services provided by You regardless of how I access them (for example, in-person, phone, Internet, or by mobile device).

"TD Ameritrade Content" means all information, tools, and services available on your website, other than Brokerage Services provided by you, and not by a third party.

"Third-Party Content" means all information, tools, and services available on your website that are provided by a third party ("Third-Party Provider"), including financial and investment tools, market data, reports, alerts, calculators, access to online conferences, telecasts, bulletin boards, tax preparation, or Account management tools.

"websites" means the Internet sites of TD Ameritrade Holding Corporation and its subsidiaries through which you offer Services.

3 CONFLICT OF INTEREST DISCLOSURE

This section contains important information about possible conflicts of interest between me and my independent investment advisor ("Advisor"). As a fiduciary under applicable law, my Advisor is obligated to act in my best interest and to place my interests before its own. As described below, certain goods and services my Advisor obtains from you create potential conflicts of interest related to my Advisor's recommendation that I use your brokerage services. The possible conflicts of interest described in this section may not be the only conflicts that may exist between me and my Advisor. You encourage me to discuss conflicts of interest and potential conflicts of interest with my Advisor.

TD Ameritrade's Institutional Division offers services to Advisors and their clients, which include custody of securities and financial products, trade execution and clearance and settlement of transactions ("Institutional Program"). My Advisor and I agree that commissions, rates, and fees applicable to my Account may be based on scope and nature of the business that my Advisor transacts with you, including the current and future expected amount of my Advisor's clients' assets custodied with you. All Advisors that participate in the Institutional Program are eligible to receive certain economic benefits from you ("Program Benefits"). These benefits include various technological tools, items, and products that assist Advisors in managing and servicing their clients' Accounts. In addition, you may provide certain Advisors with discounts on products or services such as compliance, marketing, technology, and practice management products or services provided by third-party vendors. My Advisor's receipt of Program Benefits does not depend on the amount of brokerage transactions it directs to you. I should be aware, however, that my Advisor's receipt of Program Benefits creates potential conflicts of interest between me and my Advisor. For example, the receipt of Program Benefits by my Advisor may indirectly influence the Advisor's recommendation of your custodial and brokerage services.

You also offer additional benefits ("Additional Services") to select Advisors in the Institutional Program. The Additional Services may include reimbursement or waiver of fees or expenses related to the Advisor's business as an advisor, or the provision of services or other things of value for use in connection with the Advisor's business. An Advisor's receipt of Additional Services also raises potential conflicts of interest. In providing Additional Services to an Advisor, you consider the amount and profitability to you of the assets in and trades placed for, the Advisor's clients' Accounts maintained with you. Thus, to be eligible to receive Additional Services, my Agent may have an incentive to recommend to me that my assets be held in custody with you and to place transactions for my Accounts with you.

You also may refer interested clients to certain Advisors in the Institutional Program (known as "AdvisorDirect"). To be eligible for AdvisorDirect, Advisors must meet certain minimum eligibility criteria, which are described in the AdvisorDirect Disclosure Document. Once an Advisor meets the criteria, you may consider other factors in deciding whether to offer an Advisor the opportunity to participate in AdvisorDirect. Certain of these factors create potential conflicts of interest between me and my Agent. First, you may expect that an Advisor have a minimum amount of client assets at your firm before it will be included in AdvisorDirect. Second, you also may consider the profitability of your relationship with an Advisor as part of the determination. Consequently, if my Advisor is interested in participating or currently participating in AdvisorDirect, it may have an incentive both to recommend that my assets be custodied with you and to place transactions for my Account.

Furthermore, when a successful referral is made to an Advisor through AdvisorDirect, the Advisor pays you certain referral fees, which you may waive. You may waive such referral fees based on the amount of the Advisor's clients' assets and level of business transacted in Advisor client Accounts held with you. Consequently, my Advisor may have an incentive to recommend that assets be custodied with you and to place transactions for my Account.

Because of the potential conflicts noted above, it is important for me to make my own informed decision as to whether I open an Account with you. It may be in my best interests to choose your custodial and brokerage services despite the existence of these conflicts. By signing the application, I acknowledge that I have read and understand the conflicts of interest identified above. I understand that my Advisor may have various incentives to recommend that I open an Account with you. After considering these conflicts, I have independently decided to open an Account.

4 ADVISOR AUTHORIZATIONS

Limited Disbursement and Journal Authorization.

Disbursement Authorization – My Advisor is not authorized to withdraw funds, securities, or other property from my Account other than: (i) to disburse funds held in my Account to me at my address of record, (ii) for purposes of Fee Deduction and Payment (if specifically authorized by me, as discussed below), or (iii) as may be otherwise authorized by me via a written authorization presented by me to TD Ameritrade.

Journal Authorization – My Advisor is not authorized to journal funds and securities other than to journal funds and securities between my TD Ameritrade Accounts of identical registration or as may be otherwise authorized by me via a written authorization presented by me to TD Ameritrade.

IRA/Plan account Disbursement and Journal Authorization – Notwithstanding the above, if my Account is an IRA or plan account, my Advisor is not authorized to withdraw funds, securities or other property from my Account nor journal funds or securities unless authorized by me via a written authorization presented by me to TD Ameritrade.

Trading Authorization – If I have so indicated in the Advisor Authorization section of the TD Ameritrade Institutional Account Application, that my Advisor will have trading authorization, I hereby constitute and appoint my Advisor named therein as my agent and attorney-in-fact to buy, sell, and trade in stocks, bonds, mutual funds, debentures, notes, subscription warrants, stock purchase warrants, mutual fund shares, Exchange Traded Funds, alternative investments, evidences of indebtedness, and any other securities, instruments, or contracts relating to securities in accordance with TD Ameritrade's terms and conditions in my name or number on TD Ameritrade's books for any Account in which I have indicated on the Application that my Advisor will have authority to direct TD Ameritrade to execute trades. In all such purchases, sales, or trades, TD Ameritrade is authorized to follow the instructions of Advisor in every respect concerning my Account and my Advisor is authorized to act for me and on my behalf in the same manner and with the same force and effect as I might do or could do with respect to such purchases, sales, or trades as well as with respect to all other things necessary or incidental to the execution of such instructions, including, but not limited to, the provision of securities cost-basis method selection and/or information for purposes of cost-basis or tax reporting.

My Advisor is authorized to effect such transactions in my Account via any available medium, electronic access or otherwise, including, but not limited to, electronic access via personal computer, mobile device, application, and/or touch-tone phone. If this is a fiduciary account, I affirm that this grant of trading authorization has been conferred consistent with any fiduciary duties or powers of Account Owner(s). I acknowledge and agree that (i) TD Ameritrade will merely carry out instructions as directed by me and or my Advisor, (ii) I and not TD Ameritrade am responsible for selecting Advisor, (iii) Advisor is not affiliated with, controlled by, or supervised by TD Ameritrade, and (iv) TD Ameritrade has no duty to monitor or supervise the trading of me or my Advisor.

If my account has a margin feature, TD Ameritrade is authorized to accept instructions from my Advisor to trade on margin, sell short, borrow securities, otherwise cause credit to be extended through the Account, and to secure performance of obligations in the Account.

If I have signed an options agreement, my Advisor is authorized to effect options transactions in my Account, within the approval limits for my Account, as such terms are defined in the booklet "Characteristics and Risks of Standardized Options," a copy of which I have received.

I authorize TD Ameritrade to take such actions it deems reasonably necessary to carry out instructions from me and/or my Advisor. I further authorize TD Ameritrade, acting upon Advisor's instructions to aggregate transaction orders for my Accounts with orders for one or more other accounts over which my Advisor has trading authorization or to accept or deliver assets in transactions executed by other broker-dealers, where my Advisor or Manager has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been executed at the weighted average of the prices at which all of such transactions were executed. I acknowledge and agree to have my Advisor receive duplicate statements and trade confirmations.

Fee Deduction and Payment Authorization – If I have so indicated in the Advisor Authorization section of the TD Ameritrade Institutional Account Application, I authorize TD Ameritrade to pay investment advisory fees and related fees (collectively, "Advisory Fees") to my Advisor from my Account(s) in the amounts instructed by the Advisor. I also authorize TD Ameritrade to liquidate shares of any money market mutual fund I may hold in my Account to the extent necessary to pay such Advisory Fees. I have authorized my Advisor in writing to receive Advisory Fee payments directly from my Account. TD Ameritrade may rely on the instructions submitted by my Advisor, and will have no responsibility to confirm the instructions, verify Advisory Fees, or their calculation. Advisory Fee deductions will appear on my TD Ameritrade periodic statement.

Termination of Authorizations – The authorizations granted by me to my Advisor are continuing ones and shall remain in full force and effect until: (i) you are notified by a written notice delivered to TD Ameritrade of my death or incapacity or (ii) I or my Advisor have revoked or terminated any of them by notice to TD Ameritrade via mail, phone, fax, electronic mail, or otherwise, provided however that TD Ameritrade reserves the right to require written notice or confirmation that such authorization has been terminated or revoked. TD Ameritrade shall have no duty of inquiry. Until TD Ameritrade receives such revocation, TD Ameritrade is entitled to act in reliance on such authorization(s). Any revocation of authorization(s) shall have no effect on any liability which results from transactions initiated before TD Ameritrade receives notice of revocation. Unless revoked or terminated by me, all authorizations and designations conferred to my Advisor shall continue to apply to my Advisor's successors and assigns. The authorization(s) shall inure to the benefit of TD Ameritrade and of its successor firm or firms, irrespective of any change or changes at any time in the personnel thereof for any causes whatsoever, and of the assigns of TD Ameritrade or any successor firms. I understand and agree that if TD Ameritrade terminates its Advisor Services Agreement with Advisor, TD Ameritrade is not obligated to accept or follow any further instructions from Advisor. In such event, I will have exclusive control and responsibility over my Account and I acknowledge and agree that my Account may become a TD Ameritrade retail brokerage account.

Indemnification

I hereby agree to indemnify and hold harmless TD Ameritrade, Inc., its affiliates and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorneys' fees, arising out of or related to reliance on these authorizations and TD Ameritrade's execution of Advisor's instructions and to pay promptly on demand any and all losses arising therefrom or debit balance due thereon.

5 MY ACCOUNT AND RELATIONSHIP WITH YOU

a. Self-Directed Account. I understand that Accounts opened with you are self-directed. I am responsible for all purchase and sell orders, decisions to continue with an investment strategy or to hold an investment, and instructions placed in my Account. Any investment decision that I make or investment strategy that I utilize, including the decision to hold any and all of the securities or derivatives in the Account, is based on my own investment decisions or those of my Advisor and is at my own risk. All investments involve risk and, unless you provide individualized recommendations to me, I or my Advisor are responsible for determining the suitability of any trade, investment, investment strategy, and risk associated with my investments. TD Ameritrade Content or Third-Party Content I access through you does not constitute a recommendation to invest in any security or derivative, or to utilize any investment strategy. You do not provide legal, tax, or estate planning advice.

b. Fees and Commissions. I will pay commissions, charges, taxes, and other fees applicable to my Account. Current commission pricing and other fees are on the websites. If my Advisor has negotiated discounted commission pricing or other fees, such pricing is available from my Advisor. You may change your fees and commissions at any time by posting changes on the websites or by other means including by notifying my Advisor. You reserve the right to vary commissions among clients in connection with special offers or combinations of services or in other circumstances. You or Clearing may pay a portion of the revenues or fees derived from servicing my Account to third parties that provide services to you or Clearing. If my Account is an IRA or other retirement plan account, my Account may be charged fees that the particular plan has authorized to be paid to service providers other than you or Clearing.

c. Statements and Confirmations. It is my obligation to review trade confirmations and Account statements promptly upon receipt. These documents will be considered binding on me unless I notify you of any objections within five days from the date confirmations are sent and within 10 days after Account statements are sent. If I have authorized TD Ameritrade to deliver my trade by trade confirmations to my Advisor, I agree that the trade confirmations will be considered binding on me unless I or Advisor notify you of any objections within five days from the date confirmations are sent to or made available to Advisor.

d. Instructions.

1. General. You may accept and act on instructions from me, my Advisor (as authorized by me), or any person authorized on my Account. You may refuse any order, or delay placing any order, if you determine that an order requires clarification from me or my Advisor. I will not hold you responsible for any losses caused by the rejection or delay. You will not receive any order or instruction transmitted by my Advisor or me until you have actual knowledge of the order or instruction. You do not determine the validity of my Advisor's status or capacity, the appropriateness of, or the authority or actions by such person.

2. Wire Transfers. By initiating a wire transfer from my Account, I agree that you may use security procedures for accepting and acting upon wire transfer instructions. I agree that such security procedures may include one, some, or all of the following, depending on the type, amount, and frequency of the wire transfer request: requestor and/or account owner identification and verification; requestor and/or account owner signature comparison or verification; confirmation of receiving bank and/or account designation; notice provided via email, message center, or phone to account owner and/or Advisor; account surveillance and/or trending analysis. In some circumstances, you may place limits on the portability of funds and additional documentation may be required.

3. ACH Transactions. From time to time, originators that I authorize may send ACH credits or debits to my account. For each ACH transaction, I agree it is subject to the NACHA Operating Rules and Guidelines or other funds transfer system rules as applicable, and that the following additional terms shall apply: (1) TD Ameritrade's payment of a funds transfer to my account will be provisional until TD Ameritrade receives final settlement or payment, and I agree that TD Ameritrade may reverse the provisional credit and/or obtain reimbursement from me if you do not receive final settlement or payment; (2) A payment by the beneficiary's bank of a funds transfer from my account to the beneficiary will be provisional until final settlement has been made or until payment is considered received under applicable law, and I agree that the beneficiary's bank may reverse its provisional credit and obtain a refund from the beneficiary and I, as the originator of the payment, will not be considered to have paid the beneficiary; (3) I hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH operating rules, ACH debit entries to my account for electronic presentation or re-presentment of items written or authorized by me; and (4) If I receive an unauthorized debit, I will need to file a written unauthorized debit statement with TD Ameritrade by contacting TD Ameritrade at 800-431-3500.

e. No Endorsement of Day Trading Strategy. You do not recommend, endorse, or promote a "day trading" strategy, which may involve significant financial risk to me.

f. Clearing Agreement. You and Clearing have entered into a clearing agreement in which Clearing is the clearing agent for securities transactions for your clients. You transmit client instructions to Clearing which causes such instructions to be executed. Clearing carries my Account on a fully disclosed basis. All securities, dividends, and proceeds will be held at Clearing unless otherwise instructed.

g. Account Protection. You are a member of the Securities Investor Protection Corporation ("SIPC"), which protects securities customers of its members up to $500,000 (including $250,000 for claims for cash). An explanatory brochure is available on request at sipc.org. Additionally, you provide each client $149.5 million worth of protection for securities and $2 million of protection for cash through supplemental coverage provided by London insurers. In the event of a brokerage insolvency, a client may receive amounts due from the trustee in bankruptcy and then SIPC. Supplemental coverage is paid out after the trustee and SIPC payouts and under such coverage each client is limited to a combined return of $152 million from a trustee, SIPC, and London insurers. The TD Ameritrade supplemental coverage has an aggregate limit of $500 million over all customers. This policy provides coverage following brokerage insolvency and does not protect against loss in market value of the securities.

To obtain information about the SIPC, including the SIPC brochure, I can contact the SIPC at:

Securities Investor Protection Corporation
805 15th St, NW Suite 800
Washington, D.C. 20005-2215

Tel: 202-371-8300
Fax: 202-371-6728
Email: asksipc@sipc.org
website: sipc.org

h. Beneficiary Designations. Changes in the relationship between the account owner and designated beneficiary (for example, marriage, divorce, or adoption) will not automatically add or revoke beneficiary designations. For example, if an account owner designated a spouse as beneficiary and they were subsequently divorced, the former spouse will remain beneficiary on the Account unless the account owner submits a new beneficiary designation to you.

i. Compliance with Laws. I agree to comply with all laws, rules, and regulations applicable to my Account.

6 ABOUT ME

a. Legal Capacity. I am of legal age in the jurisdiction in which I reside and have the capacity and authority to enter into this Agreement.

b. Accuracy of Information. All the information I provide you is true and correct. I will promptly notify you in writing within 10 Business Days after any change in such information. You may rely upon all information I provide you.

c. Interest in Account. I represent that no one else except me (us) has an interest in any of my (our) Accounts (unless I am opening the Account as a fiduciary).

d. Multiple Owners. If there is more than one Account owner, then the provisions of the Agreement apply to each owner. Accounts of husbands and wives in community property states will be held in the name of husband and wife as community property unless we instruct you otherwise; any other Joint Account will be held jointly with rights of survivorship unless I notify you of a different form of ownership and provide such documentation as you require. You will have no liability for any loss that may arise due to taking instructions from one owner or requiring instructions from all owners. If I am married, I may establish an Account with my spouse as tenants by entirety. I will notify you if I become legally divorced.

e. Investment Club/LLC/Partnership Accounts. If this is an Investment Club, Partnership, or Limited Partnership, then TD Ameritrade Clearing, Inc., ("Clearing Firm") is authorized to follow the instructions of Authorized Agents, or any one of them, in every respect concerning the undersigned's account with Clearing Firm, and make deliveries of securities and payment of monies to them or as they may order and direct. In all matters and things aforementioned, as well as in all other things necessary or incidental to the administration to the account of the undersigned, Authorized Agents, or any one of them, are authorized to act for or on behalf of the undersigned in the same manner and with the same force and effect as the undersigned might or could do, and are authorized to receive on the behalf of the undersigned's account demands, notices, confirmations, reports, statements of account, and communications of every kind, to make agreements on behalf of the undersigned's account, to terminate or modify same and waive any provisions thereof, to appoint or remove other Authorized Agents to act for and on behalf of the undersigned, and generally deal on behalf of the undersigned's account as fully and completely as if Authorized Agents were interested in said account, all without notice to the others interested in said account. The undersigned hereby ratify and confirm any and all transactions with Clearing Firm heretofore or hereafter made by Authorized Agents, or any one of them, for the undersigned's account. This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which Clearing Firm may have under any other agreement between the undersigned and Clearing Firm. This authorization and indemnity is binding on the undersigned and their estates, and is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to Clearing Firm and delivered to 200 South 108th Ave, Omaha, NE 68154, and shall continue after the death or insanity of any of the undersigned until receipt by Clearing Firm of written notice thereof; but such written revocation shall not affect any liability in any way resulting from transactions initiated prior to the receipt of such written revocation by Clearing Firm. This authorization and indemnity shall inure to the benefit of Clearing Firm and of any successor firm, irrespective of any change at any time in the personnel thereof, for any cause whatsoever, and of the assigns of Clearing Firm or any successor firm. We acknowledge receiving account documentation, agreements, and risk disclosure forms including the account "Client Agreement." The undersigned agree that this authorization is consistent with the terms and conditions set forth in any operating agreement, bylaws, articles of incorporation, or other governing instrument of the Investment Club, Partnership, or Limited Partnership and any and all rules and regulations, whether express or implied of the Investment Club, Partnership, or Limited Partnership. We, the undersigned, jointly and severally indemnify TD Ameritrade, Inc., its divisions, and affiliates thereof ("TD Ameritrade") and hold TD Ameritrade harmless from any liability for effecting any transactions if TD Ameritrade acts pursuant to instructions given by the Authorized Agents. We agree to inform TD Ameritrade, immediately in writing, of any amendment to the Investment Club, Partnership, or Limited Partnership Operating Agreement, any change in composition of the Authorized Agents or members, or any other event, which would materially alter the certifications made above.

If this is an LLC, then Clearing Firm is authorized to follow the instructions of Authorized Managers, or any one of them, in every respect concerning the LLC's account with Clearing Firm, and make deliveries of securities and payment of monies to them or as they may order or direct. In all matters and things aforementioned, as well as in all other things necessary or incidental to the administration of the LLC's account, Authorized Managers, or any one of them, are authorized to act for and on behalf of the LLC in the same force and effect as the undersigned might or could do, and are authorized to receive on behalf of the LLC's account demands, notices, confirmations, reports, statements of account, and communications of every kind, to make agreements on behalf of the LLC's account, to terminate or modify same or waive any provisions thereof, and generally to deal on behalf of the LLC's account as fully and completely as if Authorized Managers were interested in said account, all without notice to the other partners of the LLC. The undersigned hereby ratify and confirm any and all transactions with Clearing Firm heretofore or hereafter made by Authorized Managers, or any one of them, for the LLC's account.

This authorization is in addition to (and in no way limits or restricts) any rights Clearing Firm may have under any other agreement between the undersigned and Clearing Firm. This authorization is binding on the undersigned and the LLC and for their respective successors and assigns, and is also a continuing one and shall remain in full force and effect until revoked by the undersigned, or their respective successors, and assigned by a written notice addressed to Clearing Firm and delivered to 200 South 108th Ave, Omaha, NE 68154. In the event any of the undersigned cease to be members of the LLC, Clearing Firm is authorized (a) to continue to treat such person as a member for all purposes, and as bound by this authorization until such time as one of the undersigned, or such person's representative, delivers a written notice to Clearing Firm, at the address set forth above, to the effect that such person has ceased to be a member and will no longer be bound by this authorization, and (b) to take such proceedings, require such papers, retain such portion of, or restrict transactions in the LLC's account as Clearing Firm may deem advisable to protect it against any liability, penalty, or loss under any present or future law or otherwise. It is further agreed that, in the event any of the undersigned cease to be a member of the LLC, the remaining member(s) will immediately cause you to be notified of such fact. No notice of revocation, or of any of the undersigned ceasing to be a member of the LLC, shall affect any authority hereby granted or any liability in any way resulting from transactions initiated prior to the receipt of the written notice thereof by Clearing Firm. This authorization shall inure to the benefit of Clearing Firm, and of any successor firm, irrespective of any change at any time in the personnel thereof, for any cause whatsoever, and of the assigns of Clearing Firm or any successor firm. We acknowledge receiving account documentation, agreements, and risk disclosure forms including the account Client Agreement. The undersigned agree that this authorization is consistent with the terms and conditions set forth in any LLC Agreement or other governing instrument of the LLC, and any and all rules and regulations, whether express or implied of the LLC. We, the undersigned, jointly and severally indemnify TD Ameritrade, Inc., its divisions and affiliates thereof ("TD Ameritrade"), and hold TD Ameritrade harmless from any liability for effecting any transactions if TD Ameritrade acts pursuant to instructions given by the Authorized Agents. We agree to inform TD Ameritrade, immediately in writing, of any amendment to the LLC Operating Agreement, any change in composition of the Authorized Agents or members, or any other event, which would materially alter the certifications made above.

f. Rights, Terms, and Obligations of Securities in Account. Except as required by Applicable Rules, you are not obligated to notify me of any events involving my securities positions, nor do you have the responsibility to take any actions on my behalf with respect to such events without specific instructions from me. I am responsible for knowing the rights, terms, and obligations of securities in my Account and for monitoring the occurrence of any events involving my securities positions or securities for which I intend to place an order.

g. Fiduciary Representations (For Employee Benefit Plan, Retirement Trust, or Individual Retirement Accounts Only). If you have executed an Application and Agreement on behalf of an employee benefit plan or an IRA (referred to below for convenience as the "Plan"), you represent, warrant, and agree as follows:

1. TD Ameritrade does not and shall not have discretionary authority or responsibility with respect to any assets subject to the Agreement or render "investment advice" (within the meaning of DOL regulations at 29 C.F.R.§2510.3-21(c)) with respect to such assets.

2. You are a fiduciary of the Plan who is authorized to enter into contracts and invest Plan assets or acting at the direction of a Plan fiduciary who is so authorized. You (a) have determined that this Application and Agreement is consistent with your responsibilities to the Plan under ERISA or other applicable law; and (b) you or your Advisor are qualified to make the investment decisions contemplated by this Application and Agreement.

3. The execution and delivery of this Application and Agreement, and the transactions contemplated by it: (a) have been duly authorized by all appropriate and necessary parties pursuant to the provisions of the instrument or instruments governing the Plan and any related trust; and (b) will not violate, and is not otherwise inconsistent with, the terms of such instrument or instruments or any laws and regulations applicable to the Plan.

4. For Plans other than IRAs, to the extent that the Plan provides for individual participant accounts and participant direction of such accounts, the Trustee or the Advisor is authorized and responsible under the terms of the Plan for determining the permissibility of participant directions and forwarding them for execution. TD Ameritrade will not accept investment directions from any person other than the Trustee, Advisor, or a Manager.

5. In directing purchases and sales of securities and all other transactions (collectively referred to as "Transactions") under this Application and Agreement, you or your Advisor will determine that the Transaction is prudent and in the interests of the Plan, considering, among other things, the role that the Transaction will play in the Plan's portfolio, taking into consideration whether the Transaction is designed reasonably to further the Plan's purposes; the risk and return factors associated with the Transaction; the composition of the Plan's total investment portfolio with regard to diversification; the liquidity and current return of the Plan's portfolio relative to its anticipated cash flow needs; and the projected return of the Plan's portfolio relative to its objectives.

6. The Advisor and any Manager authorized to direct TD Ameritrade with respect to any Transaction will be fully authorized under the terms of the Plan and applicable law to direct TD Ameritrade with respect to such Transactions.

7 PRIVACY AND CONFIDENTIALITY

a. Privacy. You will take reasonable measures to protect the privacy and confidentiality of information in your possession about my Account and me. Your Privacy Statement explains how you collect and protect my information. The Privacy Statement is incorporated into this Agreement by reference.

b. Account Number, PIN, or Password. I will receive a password and/or access number (collectively "PINs") that provide electronic access to my Account. Account numbers, UserIDs, and PINs are confidential, and I am responsible for the confidentiality, protection, and use of them. Subject to the TD Ameritrade Asset Protection Guarantee, I agree to be responsible for all activities in my Account. You may rely that I have authorized any orders or instructions that are received under my Account number and PIN or by initiating an electronic transfer of funds, with or without a letter of instruction.

c. TD Ameritrade Asset Protection Guarantee. If I lose cash or securities from my Account due to unauthorized activity, you will reimburse me for the cash or securities I lose. You promise me this protection if unauthorized activity causes losses and you determine it was through no fault of my own. You promise this protection if I do four things: (1) keep my personal identifying information and Account information secure and confidential—because sharing my UserID, password, PIN, Account number, or other standard means of authentication with other people means I authorize them to take action in my Account; (2) keep my contact information up-to-date with you, so that you can contact me in case of suspected fraud; (3) review my Account frequently and my statements promptly and report any suspicious or unauthorized activity to you immediately in accordance with this Agreement; and (4) take the actions you request and cooperate with any investigation. I agree that unauthorized activity does not include any actions or transactions undertaken by or at the request of me, my investment advisors or family members, or anyone else whom I have allowed access to my Account or to my Account information for any purpose, such as trading securities, writing checks, or making withdrawals or transfers.

d. Phone Conversations and Electronic Communications. You may record and monitor any telephone, video, or electronic communications with me.

e. Credit Reports. I authorize you to request my credit reports to verify my creditworthiness and to provide information to credit agencies. Upon request, you will inform me whether a report was requested and provide me with the name and address of the credit reporting agency that furnished the report. Negative credit information may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

f. Disclosure of Account Information to Third Parties. Consistent with your Privacy Statement, you and your agents are specifically authorized to disclose information about my Accounts and me to third parties.

g. Trusted Contact Authorization. If I elect to provide Trusted Contact information to you, you are authorized to communicate, verbally and in writing, with the Trusted Contact Person(s) named on the applicable Trusted Contact Authorization Form, or by other such means as I may provide Trusted Contact information to you. I understand that any communication with the Trusted Contact Person(s) may include information about any of the Account Owners, the account for which the Trusted Contact information was provided, any other accounts at TD Ameritrade in which any of the Account Owners has an interest, or any other information the Account Owners may have provided to TD Ameritrade.

I understand that you may contact the Trusted Contact Person(s) for the following reasons: (1) if there are questions or concerns about my whereabouts or health status; (2) if you suspect that I may be a victim of fraud or financial exploitation; (3) if you suspect that I might no longer be able to handle my financial affairs; (4) to confirm the identity of any legal guardian, executor, trustee, authorized trader, or holder of a power of attorney; or (5) if you have any other concerns or are unable to contact me about my Account(s) held with you. If my Account is an Entity or other Non-natural person Account, you may also contact any Authorized Agent named on the Account for the foregoing reasons.

I further agree that: (1) the Trusted Contact Authorization does not impose any obligation that you communicate with my Trusted Contact Person(s); (2) the Trusted Contact Authorization does not authorize the Trusted Contact Person(s) to make any investment decisions or transact any business with you on my behalf; (3) the Trusted Contact Authorization is optional and I may change or withdraw it at any time by notifying you in writing; (4) all named Trusted Contact Person(s) are 18 years of age or older; (5) you are released and discharged from all claims, causes of action, damages, losses, expenses, costs, and liabilities of any kind that may arise out of, relate to, or are in connection with the release of, or failure to release, personal and/or account information to the Trusted Contact Person(s).

8 CLIENT COMMUNICATIONS

a. Addresses. You may send communications to the mailing address, email, telephone number, or facsimile number that I provide. You also may deliver information verbally. Communications shall be deemed delivered to me whether or not I actually receive them.

b. Electronic Signatures. My use of electronic signatures to sign your documents legally binds me in the same manner as if I had manually signed. The use of an electronic version of these documents fully satisfies any requirement that may be provided to me in writing. If I sign electronically, I represent that I have the ability to access and retain a record of the documents. I am responsible for understanding these documents and agree to conduct business with you by electronic means. I am obliged to review periodically the websites for changes or modifications.

c. Consent. By consenting to the electronic delivery of all information relating to my Account, I authorize you to deliver all communications to me by the following means: (1) by email at the email address specified by me; (2) by posting the communication on the websites or other sites on the Internet where the communication can be read and printed; (3) by sending me an email that includes a hyperlink to the websites or an address on the Internet where the information is posted, and can be read and printed; and (4) by sending me a notice that directs me to an address on the Internet or a place within the websites where the communication is posted and from which it can be read and printed. Such delivery will be effective delivery to me for the purpose of any Applicable Rules whether or not I access or review the communication. Although I consent to electronic delivery, you may elect to deliver communications by other means which shall not affect my consent. I will notify you of any change in my address. I may revoke my consent to electronic delivery of communications and receive documents in paper. You have a reasonable period to effect such a change and may charge a reasonable fee for sending paper copies.

d. Equipment. If I agree to electronic delivery, I must have a computer with Internet access, an email address, and the ability to download and save or print communications to retain for my records. I am responsible for obtaining and maintaining all equipment and services required for online access of my Account.

9 ELECTRONIC SERVICES

a. Availability. You do not guarantee that any media will be available to me at a particular time. Access to the websites may be limited or unavailable during periods of peak demand, market volatility, system upgrades, or other reasons.

You reserve the right to suspend and deny access to the Services, without prior notice or for any reason. I recognize that Account activity may be conducted through several different media (for example, Internet and phone); and if a certain medium is not available, I will use another medium to conduct Account activity. You will not be liable for the unavailability, delay, or failure of any of the media at any particular time or for the accessibility of, transmission quality, outages to or malfunction of any telephone circuits, computer system, or software.

b. Use of Services. I will use the Services for lawful purposes, for my personal and noncommercial use, and as permitted by this Agreement. I will not transmit through the websites any material that violates or infringes in any way upon the rights of others or would encourage conduct that may give rise to civil or criminal liability. I will not modify, copy, publish, transmit, license, participate in the transfer or sale of, reproduce, create derivative works from, distribute, redistribute, display, or in any way exploit the Services. I will not upload, post, decompile, reverse engineer, disassemble, modify, copy, distribute, transmit, reproduce, republish, license, display, sell or transfer, or create derivative products from the Services. Software accessed on the website is subject to U.S. export controls and may not be downloaded by any person prohibited from doing so by Applicable Rules.

I may download software on a single computer for personal, noncommercial use, provided I keep intact all copyright and other proprietary notices. You and Third-Party Providers reserve the right to revise, modify, change, upgrade, suspend, impose limitations or restrictions on, deny access to, remove, or discontinue the Services at any time without prior notice. Third-Party Providers may enforce this Agreement against me and take action against me for my breach of this Agreement.

c. Limitation of Liability. The Services are provided "as is" and "as available." You, your affiliates, the Third-Party Providers and their respective licensors, employees, distributors, or agents make no representations with respect to the system and expressly disclaim all warranties. Subject to Applicable Rules, in no event will you, your affiliates, the Third-Party Providers or their respective licensors, employees, distributors, or agents be liable to me or any Third-Party for any direct, indirect, incidental, special, punitive, or consequential losses or damages of any kind with respect to the Services.

I am solely responsible for my investment research, and neither you nor any Third-Party Provider make any representations, warranties, or other guarantees as to the accuracy or timeliness of any market data; nor do you or any Third-Party Provider make any representations, warranties, or other guarantees as to the present or future value or suitability of any sale, trade, or other transaction involving any particular security or any other investment.

d. Intellectual Property. My use of the Services will not confer any title, ownership interest, or intellectual property rights to me. The Services are protected under U.S. patent, copyright laws, international treaties, or conventions and other laws, and will remain the exclusive property of you or Third-Party Providers. Company names, logos and all related product and service names, design marks, and slogans of you, your affiliates, or any Third-Party Provider are the property of the respective company. I am not authorized to use any such name or mark in any advertising, publicity, or any other commercial manner.

e. Cookies. You use cookies on websites, and my browser will need to accept all cookies for it to perform fully. Certain features of the websites may also require the acceptance of cookies.

f. Hyperlinks. The websites may include hyperlinks to websites owned or operated by affiliated or unaffiliated third parties. Neither you nor Third-Party Providers are responsible for the content or availability of such other websites, and shall not be responsible or liable for any loss in connection with reliance on such sites.

10 BROKERAGE SERVICES

a. Order Routing and Executions. Unless I specify the market for execution, you decide where to route my orders for execution. You consider a wide variety of factors in determining where to direct my orders, such as execution price, opportunities for price improvement (which is when an order is executed at a price that is more favorable than the displayed national best bid or offer), market depth, order size and trading characteristics of the security, efficient and reliable order handling systems and market center service levels, speed, efficiency, accuracy of executions, and the cost of executing orders at a market. If I instruct you to route my order to a particular market for execution ("Direct Routing"), and you accept my order and instruction, you are not required to make a best execution determination beyond executing the order promptly and in accordance with the terms of my order. Instructions to direct my order to certain market centers could incur additional fees.

b. Deposit and Order Refusal; Account Restrictions. You reserve the right not to accept the deposit of funds or particular securities into my Account and may refuse any of my orders. You also reserve the right to place trading, disbursement, and other restrictions on my Account. You may restrict my Account from withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if you receive reasonable notice that the ownership of some or all of the assets in my Account is in dispute. I will not hold you liable for any loss I may incur due to your refusal to permit any deposit, withdrawal or transaction.

c. Trade Execution and Price. You route orders to markets for prompt execution in view of prevailing market conditions, but there can be delays in the processing of orders. I understand and agree with the following:

- The quoted price may not reflect the trading activity from all markets.
- High volumes of trading at the market open or intraday may cause delays in executions and result in prices significantly away from the price quoted at the time the order was entered.
- Markets may handle orders manually and may reduce size guarantees during periods of volatility, resulting in possible delays in order execution, and losses.
- The execution price I receive may be impacted by numerous factors beyond your control and responsibility, including the type of security, liquidity, and the size of my order. For example, large or "block" orders or orders involving illiquid securities may take additional time to execute and may execute at prices significantly different from the quoted price.
- The execution of market and stop-market orders may be at a price significantly different from the quoted price of that security. Limit orders will be executed only at a specified price or better, but there is the possibility that the order will not be executed.
- Securities traded in over-the-counter bulletin board and pink sheet securities and other thinly traded securities present particular trading risks in that they are often more volatile and generally less liquid than securities traded on exchanges. You reserve the right to place restrictions on the trading of such securities without prior notice.
- I may suffer market losses during periods of volatility in the price and volume of a particular stock when systems issues result in an inability to place buy or sell orders.

d. Payment for Order Flow. You may receive remuneration from markets for directing orders to them. The source and amount of these payments are available upon written request. Markets may act as principals to buy, sell, or hold securities for their own accounts, and they may make money when executing your trade.

e. Payment for Transactions. All orders that I authorize will be processed with the understanding that I will pay for any purchase and deliver certificates to cover all sales on or before the settlement date. All sell orders that I place will be for securities that I own ("long") and in deliverable form at the time I place the order, unless I inform you otherwise.

You reserve the right to require full payment, or an acceptable equity deposit, prior to the acceptance of any order. I will have the required cash, available funds, or equity in my Account prior to the execution and/or settlement of a purchase or short sale transaction, and the required securities in my Account prior to the execution and/or settlement of a long sale. If I do not have sufficient funds or securities in my Account, you have the right to liquidate or buy in securities at my expense, and I will be responsible for any cost or loss.

f. Payment of Indebtedness Upon Demand. If I incur an indebtedness in an account held with one of your affiliates, such as TD Ameritrade Futures & Forex LLC, I understand and acknowledge that you and your affiliates may decide to transfer my indebtedness to my Account. Subject to Applicable Law, I will be liable for the payment upon your demand of any obligations owing in my Account, including the reasonable costs incurred in collecting such amounts.

g. Security for Indebtedness. I consent to you having a continuing security interest in, right of set-off to and lien on all securities, cash, and other property in my Account ("Collateral"). Subject to Applicable Rules, and without prior notice to me, you may sell or transfer the Collateral to satisfy my obligations. You also have the discretion to determine which securities and other properties are to be sold and which contracts are to be closed. You have all the rights of a secured party under the Uniform Commercial Code.

h. Short Sales. I will designate any sell order as a "short" sale if at the time I place the order I do not own the security I intend to sell or am unable to deliver the security before settlement. All short sales will be executed in a Margin Account.

i. Mutual Funds and ETFs. I authorize you to custody mutual fund holdings that I purchase directly through you. When purchasing a mutual fund, I acknowledge that I have received and read the fund prospectus. Mutual fund purchases may be subject to investment minimums, eligibility, and other restrictions, as well as charges and expenses. Certain money market funds may impose liquidity fees and redemption gates in certain circumstances.

Some mutual funds sold through you impose a charge on the purchase of shares, called a "sales load." I may be able to purchase mutual fund shares through you without paying a front-end sales load, but I may be charged a fee, called a "contingent deferred sales charge," when I sell or redeem my shares. You may receive part or the entire sales load.

As discussed in the prospectus, some mutual funds agree to waive or reduce front-end sales loads for purchases over certain amounts. I am responsible for determining and obtaining any waivers or breakpoints, or providing you with sufficient information to assist me in obtaining such.

You may receive remuneration from fund companies, including, those participating in your no-load, no-transaction-fee program, for record-keeping, shareholder services, and other administrative and distribution services. The amount of your remuneration for these services is based in part on the amounts held by your clients. Some mutual funds impose a distribution or service fee known as a "12b-1 fee." You may receive the 12b-1 fees in connection with my investment in such fund's shares. If I invest online in no-transaction-fee mutual funds ("NTF funds") directly through you, I will not pay a transaction fee. I also may be able to purchase mutual funds directly from the fund's distributor or underwriter without incurring a transaction fee. You receive remuneration from fund companies participating in the NTF fund program. NTF funds have other fees and expenses that apply to continued investment in the fund that are described in the prospectus.

TD Ameritrade receives remuneration from certain ETFs (exchange-traded funds) that participate in the commission-free ETF program for shareholder, administrative, and/or other services.

j. Sweep Program. My available cash may be swept into a cash sweep vehicle pending investment of the cash. The alternatives available under the Sweep Program are referred to as "Sweep Choices," and the one I select is referred to as the "Designated Sweep Vehicle." You will notify me of the Sweep Choices and the Designated Sweep Vehicle.

Cash will be automatically invested or deposited in the Designated Sweep Vehicle, according to a sweep schedule determined by you. Proceeds from the sale of securities will be swept into the Designated Sweep Vehicle following settlement if the securities sold have been received in good deliverable form by the settlement date. The proceeds of any checks that I deposit to my Account will be swept to the Designated Sweep Vehicle on the Business Day after receipt by you and will begin earning dividends or interest on that day. Access to such funds may be withheld for up to four Business Days to assure that such checks have not been returned unpaid. I may instruct you to change my Designated Sweep Vehicle at any time to another of the Sweep Choices, and acknowledge that such instruction shall constitute my authorization to liquidate balances in my Designated Sweep Vehicle and transfer such balances to the new Designated Sweep Vehicle. I authorize you to automatically withdraw cash or redeem securities maintained in a Designated Sweep Vehicle to satisfy my obligations. I authorize you to act as my agent to purchase and redeem balances in the Designated Sweep Vehicles, and authorize you to select and use agents as you deem appropriate.

The Sweep Choices may include money market funds or an FDIC Insured Deposit Account ("IDA") for which you or your affiliates receive, to the extent permitted by Applicable Rules, transaction and other fees for providing services. These fees will vary depending on the money market fund (or share class) or IDA used. No portion of these fees will reduce or offset the fees otherwise due to you unless required by Applicable Rules.

There may be certain minimum requirements for initial and subsequent investments in the Designated Sweep Vehicles. You may change the eligibility criteria or replace the Sweep Choices available to me. You will give me advance notice of any such change in Sweep Choices. Unless I notify you of an objection to such change, I authorize you to withdraw cash or redeem securities held in the prior Designated Sweep Vehicle and to invest or deposit the proceeds in the replacement Designated Sweep Vehicle.

If my Designated Sweep Vehicle is a money market fund or IDA, and my Account is flagged as a "Pattern Day Trader," on the next Business Day you may change my Designated Sweep Vehicle to TD Ameritrade Cash (described below).

1. **TD Ameritrade FDIC Insured Deposit Account.** If the IDA is my Designated Sweep Vehicle, the available cash in my Account will be automatically deposited into an IDA at one or more banks ("Program Banks"). Two of the Program Banks are TD Bank, N.A. ("TD Bank") and TD Bank USA, N.A. ("TD Bank USA"), both affiliates of you. You will maintain a list of the current Program Banks on your website. The IDAs at the Program Banks are savings or checking accounts held in the name of Clearing as agent for its customers. You have arranged the IDAs and account records in such a way that "pass through" FDIC insurance is available to me as if I had opened the IDAs directly in my own name. As a result, my funds at each Program Bank will be eligible for FDIC insurance in an amount equal to $250,000 for principal and accrued interest per depositor in each recognized legal capacity (for example, Individual, Joint, IRA). The bank sweep program has been structured to provide me with access to at least two Program Banks resulting in up to $500,000 in FDIC insurance per depositor in each recognized legal capacity (for example, up to $500,000 for individual accounts and $1,000,000 for joint accounts). Subject to deposit limits pursuant to agreements with the Program Banks, to the extent that my cash is being deposited into more than two Program Banks, it is possible for me to obtain total FDIC insurance in excess of $500,000 per depositor in each recognized legal capacity. In addition, you will determine the order of the Program Banks in the IDA for the purposes of accepting deposits based on several factors including, but not limited to, minimum and maximum deposit balances agreed to with a particular Program Bank and the contractual arrangement between you and a particular Program Bank. Such FDIC insurance will cover my money in each IDA, together with any other deposits held at each Program Bank in the same legal capacity (for example, Individual, Joint, IRA). Questions about FDIC insurance coverage may be directed to you. Information also may be obtained by contacting the FDIC, by letter (550 17th St, NW, Washington, D.C. 20429), by phone (877-275-3342, 800-925-4618 [TDD], or 202-942-3100), by email (dcainternet@fdic.gov), or by accessing the FDIC website at fdic.gov. Learn more about FDIC coverage by using the FDIC's Electronic Deposit Insurance Estimator at 5.fdic.gov/edie/.

   My available cash will be deposited into an IDA at one or more Program Banks. You will deposit up to $247,500 in the Program Banks, per depositor per legal capacity, except for "the Excess Bank" which will receive deposits without limit, even if the amount in the IDA exceeds the FDIC insurance available to me. The list of Program Banks including "the Excess Bank" is included on your website at tdameritrade.com/idaprogrambanks. Any deposits (including certificates of deposit) that I maintain in the same insurable capacity directly with a Program Bank, or through an intermediary (such as you or another broker), will be aggregated with deposits in my IDA at such Program Bank for purposes of determining my maximum FDIC insurance amount. I am responsible for monitoring the total amount of deposits that I maintain at the Program Banks in order to determine the extent of FDIC coverage available to me. I acknowledge that the IDAs constitute an obligation of the Program Banks and are not an obligation of you. You can obtain publicly available financial information concerning each Program Bank at ffiec.gov/nic or by contacting the FDIC Public Information center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, VA 22226 or by phone at 703-562-2200. You do not guarantee in any way the financial condition of the Program Banks or the accuracy of any publicly available financial information concerning the Program Banks. You will not be responsible for any insured or uninsured portion of the IDAs. Cash in my Account will be automatically swept on a daily basis to the IDAs at the Program Banks. As required by federal regulations, the Program Banks have the right to require seven days prior notice before permitting a withdrawal out of the IDAs. Currently, the Program Banks do not intend to exercise this right. In addition, savings accounts you hold as agent for me at a Program Bank have transfer limits that prevent using such accounts as a transaction account. The following applies to the IDAs:

   - When available cash is available for deposit, you will deposit available cash from my Account into an IDA at one or more Program Banks. Your bank sweep vehicles will periodically rebalance so the total amount of my funds in the IDA at Program Banks remains below applicable FDIC insurance limits (except for the Excess Bank, which has no limit).
   - All withdrawals necessary to satisfy debits in my Account will be made by Clearing, as my agent. A debit will be created when I purchase securities or request a withdrawal of funds from my Account.
   - My Account statement will display the name of each Program Bank with which I have deposits, the balance of deposits at each Program Bank, any withdrawals made during the month, and the applicable interest rate and amount of interest earned on my deposits.
   - The deposit limit at the Program Banks is set slightly below FDIC-insurance thresholds to allow for accrued interest on deposits. The deposit limit at the Program Banks is set at $247,500 ($495,000 for Joint Accounts), which may be reset from time to time based on FDIC-insurance limits and interest rate environment. If interest paid on my funds in the IDA at one of the Program Banks results in my total funds in the IDA exceeding the deposit limit at another Program Bank, the IDAs will be rebalanced the next day and the amounts in excess of the deposit limit will be transferred to another Program Bank.
   - I may not change the Program Banks, the order in which funds are deposited into the Program Banks, or the maximum deposit amount at any Program Bank. I may withdraw from the bank sweep program at any time and use another Sweep Choice.
   - I will earn interest on my deposits in the IDAs in accordance with the rates or tiered rates available to me as determined by you. I understand that rates may vary based on the particular offering or the level of my assets held with you. Interest rates earned in the IDAs will vary over time, but will be paid consistent with the rate or tiered rate you make available to me regardless of which Program Bank holds my cash. The interest rates paid with respect to the IDAs may be higher or lower than the interest rates available to depositors making deposits directly with the Program Banks or other depository institutions in comparable accounts. The current interest rate will be available on the website, or I may contact you to obtain the current rate. Interest will accrue on balances from the day they are deposited into the IDAs through the Business Day preceding the date of withdrawal from the IDA. Interest will be accrued daily and credited on the last Business Day of each month. You use the daily balance method to calculate interest on my Account.
   - Clearing will act as my agent in depositing funds into the IDAs and withdrawing funds from the IDAs. No evidence of the IDAs, such as a passbook or certificate, will be issued to me. Ownership of the IDAs at the Program Banks will be evidenced by a book entry on the records of the Program Banks, and by records maintained by Clearing. I will contact you if I believe there has been any unauthorized activity between my Account and the IDAs, or if I have any complaints regarding the IDAs at the Program Banks.

- You may terminate my use of the IDA sweep feature. If you terminate my use of the IDA sweep feature, or do not wish to continue to act as my agent with respect to the IDA, I may deal directly with the Program Banks, subject to their rules, with respect to establishing and maintaining deposit accounts. In the event you terminate my use of the IDA sweep feature, you will inform me of the replacement Sweep Choice. Similarly, if I decide to terminate my use of the IDA sweep feature, or that I no longer wish to have you or Clearing act as my agent with respect to the IDAs, I may establish a direct depository relationship with the Program Banks, subject to the Program Banks' rules. Establishing a direct depository relationship with the Program Banks will result in the separation of my deposit balances at the Program Banks from my Account.
- The Program Banks use IDA balances to fund current and new investment and lending activity. The Program Banks seek to make a profit by achieving a positive spread between their cost of funds (for example, deposits) and the return on their assets, net of expenses. You receive a fee from the Program Banks that ranges from 1.3-1.7%. You have the right to waive all or part of this fee. The rate of the fee that you receive may exceed the interest rate or effective yield that I receive in my balances in the IDAs, and the payment of the fee reduces the yield that I receive. Other than the applicable fees charged on brokerage accounts, there will be no charges, fees, or commissions imposed on my Account for this Sweep Choice. The current IDA interest rate will be disclosed on your website and may be changed without prior notice.
- My deposit into IDAs at the Program Banks may need to be limited if one or more Program Banks stop accepting deposits. You will provide advance notification via the website, or other reasonable means, if any Program Bank is removed from the bank sweep program, and if advance notice is not practicable, you will notify me as soon as is reasonably practicable. If a Program Bank ceases to make its IDA available through the IDA sweep feature, I will be given an opportunity to establish a direct relationship with that Program Bank outside of the IDA sweep feature, or to transfer funds to another Program Bank participating in the IDA sweep feature, if available.
- In the event that FDIC insurance payments become necessary, the FDIC is required to pay principal plus unpaid and accrued interest to the date of the closing of the relevant Program Bank, as prescribed by applicable law and regulations. Because there is no specific time period during which the FDIC must make available such insurable payments, I should be prepared for the possibility of an indeterminate delay in obtaining insurable payments. In addition, I may be required to provide certain documentation to the FDIC and you, such as affidavits and indemnities, before any insurance payouts are released to me. For example, if the IDA balances are held by me as trustee for the benefit of trust participants, I may be required to furnish an affidavit to that effect.
- You may change the bank sweep program terms and conditions by providing me 30 days' advance notice.

2. **TD Ameritrade Cash.** If I selected TD Ameritrade Cash as my Designated Sweep Vehicle, you will pay interest on available cash in my Account, the rate of which may be changed without prior notice. Interest will be accrued daily, and credited on the last business day of each month. You may vary interest rates among clients in connection with special offers or combinations of services or in other circumstances. TD Ameritrade Cash represents balances pending investment and is not maintained solely for receiving credit interest. TD Ameritrade segregates customer cash consistent with the Securities and Exchange Commission rules and regulations.
3. **Money Market Funds.** Investments in money market funds are subject to eligibility and other restrictions, as well as charges and expenses, all as further described in the prospectus. Money market funds are securities that may increase or decrease in value. They are not insured or guaranteed by the FDIC, any other government agency, or you, and there can be no assurance that such funds will be able to maintain a stable net asset value of $1 per share. I understand that I will receive periodic statements for sweep transactions involving money market funds in lieu of immediate confirmations.

k. Callable Securities. I consent to your lottery system for allocation of partial redemption or calls. A description of your procedures for callable securities is available on your website, or hard copies are available upon request.

11 MARGIN TRADING

a. Margin Account. When I purchase securities on margin, I am borrowing money from you and pledging all securities and other property in my Account as Collateral for these loans. I agree to evaluate my own financial situation, resources, investment objectives, and other relevant circumstances to determine whether margin transactions are appropriate for me. You will not make this determination. Even if I determine that margin is appropriate for me, you determine whether to make such loans to me. I also understand that trading securities on margin involves a variety of risks, including the following:

1. **I can lose more funds than I deposit in the margin Account.** A decline in the value of securities that I purchase on margin may require me to provide additional funds to you to avoid the forced sale of those securities or other securities or assets in my Account. I could lose more than the amount I deposit in my Account.
2. **You can force the sale of securities or other assets in my Account.** If the equity in my Account falls below the maintenance margin requirement, or any higher "house" requirements, you can sell the securities or other assets in any of my Accounts to cover the margin deficiency. I also will be responsible for any shortfall in the Account after such a sale.
3. **You can sell my securities or other assets without contacting me.** Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their Accounts to meet the call unless the firm has contacted them first. This is not the case. Although you may attempt to notify me of margin calls, you are not required to do so, and even if you have contacted me and provided a specific date by which I can meet a margin call, you can still take necessary steps to protect your financial interests, including immediately selling securities without notice to me.
4. **I am not entitled to choose which securities or other assets in my Account are liquidated or sold to meet a margin call.** Because the securities are Collateral for my margin loan, you have the right to decide which securities to sell in order to protect your interests.
5. **You can increase your "house" maintenance margin requirements at any time, and you are not required to provide me advance written notice of the change.** These changes to your policy often take effect immediately and may result in the issuance of a maintenance margin call. My failure to satisfy the call may cause you to liquidate or sell securities in my Account.
6. **I am not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to clients under certain conditions, I do not have a right to any extension. You will determine whether to provide an extension.

b. Initial Margin and Margin Maintenance Requirements. There are rules and regulations covering margin loans, including the initial and margin maintenance requirements for margin Accounts. You may impose more stringent margin requirements, which may change without notice to me.

To trade on margin, my Account must maintain at least $2,000 in minimum equity. I will meet the margin requirement in my margin Account before entering any order and will satisfy any additional requirements you may have. You may apply all premiums received from options writing against my margin requirements. I have the obligation to monitor the balances in my margin Account to ensure that I maintain sufficient amounts to meet margin requirements at all times.

You may decline to extend credit to me for any reason, subject to Applicable Rules. There may be times when you have extended credit on certain securities, but due to market or other conditions, you may require additional cash or securities.

c. Margin Interest. I will pay interest on any credit provided to me for the purpose of purchasing, carrying, or trading in any security.

d. Margin Interest Rates. You utilize a base rate ("Base Rate") to set margin interest rates. My margin interest rate will vary based on the Base Rate and the margin balance ("Balance") in my Margin Account during the interest period. The Base Rate may be changed without prior notice to me. You will post on the websites any changes to the Base Rate.

e. Interest Calculation. For each day there is a debit balance in my Account, the interest charged for that day is calculated by multiplying the applicable interest rate by my debit balance, with the result divided by 360. The sum of the daily interest charges is totaled at the end of each Account statement period and is posted to my Account on the last Business Day of the Account statement period. I will not earn interest on credit balances in my short Account.

f. Short Sales. Sales designated as "short" are done in my margin Account, and are subject to different margin maintenance requirements than securities purchased on margin. Short sales are subject to certain regulatory rules and cannot be executed under certain market conditions. You may not always have the securities available to facilitate my short sale. You may, without notice, "buy-in" securities to cover any short security position in my Account. I will reimburse you for any losses that you may incur. You may require me to deposit Collateral if the Collateral in my Account becomes insufficient. Short sale proceeds are part of the Collateral that secures your loan to me. I am also liable for all dividends paid, and all other distributions of cash or property, on securities that I have sold short.

g. Pledge of Securities and Other Property. You may pledge, repledge, hypothecate, or rehypothecate, without notice to me, all securities and other property that you hold, carry, or maintain in or for any of my margin or short Accounts. You may do so without retaining in your possession or under your control for delivery the same amount of similar securities or other property. The value of the securities and other property that you may pledge, repledge, hypothecate, or rehypothecate may be greater than the amount I owe you, and any losses, gains, or compensation that result from these activities will not accrue to my Account.

h. Loan of Securities. You are authorized to lend to yourself or others any securities you hold in my Account and to carry all securities lent as general loans. In connection with such loans, you may receive compensation and retain certain benefits that I will not be entitled to, such as interest on Collateral posted for such loans. In certain circumstances, such loans may limit my ability to exercise voting rights with respect to the securities lent. I may request that fully paid securities not be used in connection with short sales. I understand that in certain situations in which you have borrowed my securities, I may receive a "payment in lieu" of the dividend issued.

12 OPTIONS TRADING

If I elect to engage in option transactions, I will be bound by the following additional terms:

a. Suitability. Options are not suitable for all investors. Options trading has inherent risks, and I am prepared financially to undertake such risks and to withstand the losses that may be incurred. I acknowledge I have received or have been given access to the "Characteristics and Risks of Standardized Options" by the Options Clearing Corporation (OCC).

b. General Terms.

- I am responsible for knowing the rights and terms of all options in my Account. I agree to be bound by the FINRA, OCC, and exchange rules applicable to the trading of option contracts.
- If my options trading occurs in a margin Account, it is subject to the terms and conditions applicable to margin trading.
- Settlement on options cleared through the OCC is the business day after the trade date. I shall not exceed the position and exercise limits imposed by the rules of the OCC.
- I am responsible for instructing you as to my intention to exercise option contracts before the expiration date. Absent proper and timely exercise instructions from me, you have no obligation to exercise any right, privilege, or obligation of any option for my Account. I agree that my failure to provide you with proper and timely instructions may result in the option expiring worthless, even though it may have a monetary value on the expiration date. I agree to read carefully the Margin Handbook for additional terms and important information regarding options exercise.
- You and Clearing are authorized to take steps to protect their position and any obligation they have assumed at my request without notifying me.
- If I write (short) a call options contract that requires the delivery of securities to be sold, I may be required to keep the securities in my Account until the expiration of the options period and may not be allowed to sell or withdraw the securities.
- If I write (short) a put options contract that requires payment for securities to be purchased, I may be required to keep sufficient funds in my Account to make the payment until the expiration of the options period, and may not be allowed to withdraw the funds or use them for any other purpose. If I am assigned on the options, Clearing may use the funds for the purchase of the securities without prior notice to me.
- All short equity and some index option positions are available for assignment. Exercise assignment notices for equity or index options are randomly allocated among all clients' short positions.

13 MOVE MONEY AUTOMATED CLEARING HOUSE (ACH) AND WIRE TRANSFER TERMS AND CONDITIONS

If I utilize, or have authorized my Advisor to initiate, electronic fund transfers in my Account via ACH or bank wire, the following terms and conditions apply.

Terms of Usage

I understand that TD Ameritrade provides ACH and wire services for the primary purpose of the purchase or sale of securities.

As applicable, TD Ameritrade may modify the client's electronic bank instructions. From time to time, TD Ameritrade, as the originator, may receive a notification of change (NOC) from the client's bank. This may occur when previously provided bank instructions have become outdated due to changes with the respective bank structure/organization. The Originator is obligated under industry regulation (NACHA 5.3.2) to effect these updates initiated by the client's bank.

Electronic Delivery of Information

I understand that TD Ameritrade may electronically deliver to me or my Advisor information about electronic funding, including information about bank

setup(s), status of my deposits or withdrawals request(s), and any other information necessary to complete my requested transactions. I understand that "electronically deliver" means that TD Ameritrade may communicate such information to me or my Advisor by email or by posting the information on the TD Ameritrade website (where I can read and print the information). I understand that delivery of information related to my bank setup does not guarantee the acceptance of an ACH transaction by my financial institution.

Right of Revocation

I understand that usage of ACH services to facilitate my recurring transactions may be revoked and discontinued at any time. My Advisor can cancel a recurring transaction by logging on to the TD Ameritrade Veo® application and deleting the appropriate transaction. I can cancel a recurring transaction by calling a TD Ameritrade Client Services Representative at 800-431-3500 or by writing to TD Ameritrade at:

Mailing Address:
TD Ameritrade Institutional
PO BOX 650567
Dallas, TX 75265-0567

I understand that TD Ameritrade must receive my request at least five business days prior to the date the payment is scheduled to be made. I will not be charged for such cancellation requests.

Electronic Deposit and/or Withdrawal Rejects

I understand that unless my ACH or wire transaction is immediately rejected, TD Ameritrade will post my ACH or wire transaction to my Account, subject to restrictions. This action is not a confirmation that my financial institution or TD Ameritrade has completed the transfer of funds. I understand that a transfer reject may occur, even subsequent to account funding. I will be responsible for any transactions effected in my Account based on those funds. If TD Ameritrade receives notice that my ACH transaction was not processed as requested, TD Ameritrade may, as a courtesy, attempt to contact my Advisor by email and/or by posting a notice on my account via the website and/or by phone.

Guidelines and Restrictions

I understand the following acceptable deposit guidelines:

A maximum electronic transfer of $1,000,000 per day must come from a U.S. bank account in U.S. funds.

An ACH transaction may be drawn from a personal checking or savings account titled exactly the same as the TD Ameritrade account to be funded.

An ACH transaction from a joint bank account may be deposited into either bank account owner's TD Ameritrade account.

An ACH transaction from an individual bank account may be deposited into a joint TD Ameritrade account if that party is one of the TD Ameritrade account owners.

An ACH transaction from an individual or joint bank account may be deposited into an IRA belonging to either account owner. I understand that I am responsible for understanding any tax ramifications related to making a deposit into my IRA.

To complete an IRA contribution I must complete an electronic deposit form.

I acknowledge that any funds being withdrawn from a UTMA or UGMA account will be used exclusively for the benefit of the minor.

I understand the following restrictions:

TD Ameritrade currently imposes no transaction charges in connection with my use of ACH or wire transfers. TD Ameritrade does, however, charge a fee on direct deposit and electronic funds transfer items that are returned to TD Ameritrade due to insufficient or uncollected funds in my account at my financial institution. The fee will be the same as that charged for returned checks as provided in my TD Ameritrade account agreement. TD Ameritrade reserves the right to charge a fee for this service. Prior to implementing such a fee, TD Ameritrade will communicate any transaction fee(s) that may apply.

The IRS has specific regulations with regard to maximum allowable contributions within each tax year for qualified plans. TD Ameritrade does not give legal or tax advice, and it is my responsibility to contact a tax advisor to determine the maximum allowable contribution for my IRA and any additional restrictions that may apply.

Funds must post to my account before I can trade with them; they typically post 1-2 business days after TD Ameritrade receives my check or electronic deposit. TD Ameritrade restricts withdrawals and trading of certain securities until my deposit clears, which can take an additional 4-5 days for checks or 2-4 days for electronic deposits (wire transfers are available immediately). TD Ameritrade determines the securities I can't trade based on market risk; these include, but aren't limited to, stock options, some foreign securities, and most stocks priced under $5 per share. All electronic deposits are subject to review and may be restricted for 60 days.

Not all financial institutions participate in ACH or wire funding. I will consult my bank to determine if they will approve an ACH or wire transaction prior to using this service. An ACH Return Fee may be charged if the bank or financial institution rejects an ACH transaction. Please note: A transfer reject may occur subsequent to the posting of funds to the account. I understand that it is my responsibility to verify the success of my ACH Transaction request with my financial institution.

TD Ameritrade cannot accept an electronic transaction from accounts drawn on brokerage accounts or some money market accounts. Some credit unions and savings accounts may not accept a request for an electronic transaction. Some financial institutions may not accept electronic transactions from savings accounts. The success of a transaction drawn on a credit union or savings account is subject to the acceptance of the credit union or financial institution.

The withdrawal amount cannot exceed the cash available for withdrawal in the account. I may withdraw funds prior to settlement in a margin account; however, funds withdrawn before the settlement date will incur additional fees and/or interest charges. Funds cannot be withdrawn prior to settlement in a cash account.

The withdrawal amount cannot reduce my margin account equity below required minimum equity levels.

If the account is in a margin call, a withdrawal cannot be made. Other situations may arise when an ACH transfer of funds is deemed unacceptable.

14 ARBITRATION

This Agreement contains a predispute arbitration clause. By signing an arbitration clause, the parties agree as follows:

- **All parties to this Agreement are giving up their right to sue each other in court, including the right to jury trial, 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 may include a minority of arbitrators who were or are affiliated with the securities industry.**
- **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
- **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**
- **No person will bring a putative or certified class action to arbitration, nor seek to enforce any predispute 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 client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.**

I agree that any controversy between you and your affiliates, any of their respective officers, directors, employees, or agents, and me (including any of my officers, directors, employees, or agents) arising out of or relating to this Agreement, our relationship, any services provided by you, or the use of the Services, and whether arising before or after the date of this Agreement, shall be arbitrated and conducted under the provisions of the Code of Arbitration of the FINRA. If any party unsuccessfully resists confirmation or enforcement of an arbitration award rendered under this Agreement, then that party shall pay all costs, attorneys' fees, and expenses incurred by the other party or parties in confirming or enforcing the award. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction.

15 INITIAL PUBLIC AND FOLLOW-UP OFFERINGS

You may participate as underwriter or a member of the selling group of, and provide access to, Initial Public Offerings (IPOs) and follow-up offerings. If I participate in such, I will be bound by additional terms.

16 MISCELLANEOUS

a. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. In such event: (i) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part of this Agreement or was modified to be legal, valid, and enforceable; and (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Agreement, to the extent permitted by Applicable Rules.

b. Entirety of Agreement. This Agreement, any attachments hereto, the addenda, and other agreements referred to in this Agreement and the terms and conditions contained in the Account statements and confirmations contain the entire agreement between you and me; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between me and you, provided, however, any and all other agreements, if any, between me and you and your affiliates, not inconsistent with this Agreement will remain in full force and effect, and if there are any conflicts between this Agreement and any attachments or other agreements, this Agreement shall prevail.

c. Assignment and Escheatment. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining your prior written consent. You may assign, sell, or transfer my Account and this Agreement, or any portion thereof, at any time, without my prior consent. The assets in my Account may be transferred to the appropriate state if no activity occurs in my Account within the time period specified by state law.

d. Amendment. You reserve the right to amend this Agreement without prior notice to me or as required by Applicable Rules. The current version of the Agreement will be posted on the websites, and my continued Account activity after such amendment constitutes my agreement to be bound by all amendments to the Agreement, regardless of whether I have actually reviewed them. You are not bound by any verbal statements that seek to amend the Agreement.

e. Termination. You may terminate this Agreement, or close, deactivate, or block access to my Account. If you decide to close my Account and I fail to transfer it to another broker, you may liquidate my Account and send me the proceeds. I will remain responsible for the payment of all obligations incurred in my Account or otherwise. I may terminate this Agreement after paying any obligations owed upon written notice. The Agreement survives termination of the Account.

f. Force Majeure. You will not be liable for loss caused directly or indirectly by conditions beyond your reasonable control, including but not limited to Force Majeure events. "Force Majeure" means events that are beyond the reasonable control of a party, including but not limited to the following: disasters, extraordinary weather conditions, earthquakes or other acts of God, war, insurrection, riot, labor strikes, terrorist acts, government restrictions, exchange or market rulings, suspension of trading, computer or communication line failure, or failure of market centers or transmission facilities.

g. Indemnification. I agree to indemnify and hold harmless you, your affiliates and Third-Party Providers and your and their respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses, or attorney's fees (collectively "Losses") resulting or arising directly or indirectly from use of the Services or transactions in my Account, except to the extent that such Losses are the direct result of your gross negligence or willful misconduct.

h. Waiver. Your failure to insist on compliance with this Agreement will not constitute a waiver of any of its rights.

i. Admissibility of Documents in Proceedings. All documents in any format are considered to be true, complete, valid, authentic, and enforceable record of the applicable document, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I will not contest the admissibility or enforceability of your copy of the documents in any proceeding arising out of this Agreement.

j. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by the laws of the State of Nebraska, but not its conflicts of law provisions. I hereby consent to the jurisdiction of and venue within the State of Nebraska for all disputes arising out of or relating to this Agreement.

k. NJ State Law. New Jersey law prohibits contractual provisions that violate the legal rights of a NJ consumer or responsibility of a seller. No provision in this Agreement shall apply to any NJ consumer if it violates any such right or responsibility, including grounds for redress based on: (i) your tortious actions; (ii) the NJ Punitive Damages Act; (iii) the NJ Uniform Commercial Code; or (iv) your failure to protect reasonably against criminal acts of third parties.

l. Worthless Securities. Clearing may remove a worthless security from my account including, without limitation, under the following circumstances: Clearing's primary custodian, the Depository Trust Company, has deemed the security eligible for removal and Clearing has reviewed and determined, to the best of its ability, that the security has no market value. My Advisor may opt out of worthless removal of a particular security and will be asked to periodically update their opt-out instruction or consent to removal.

Mailing Address:
TD Ameritrade Institutional
PO BOX 650567
Dallas, TX 75265-0567

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

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TD Ameritrade
Institutional

FACTS

WHAT DOES TD AMERITRADE DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and financial account numbers
- Account balances and transaction information
- Income and employment information

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TD Ameritrade chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TD Ameritrade share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We do not share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions? Call 800-431-3500 or email privacy@tdameritrade.com

Who we are

Who is providing this notice?	TD Ameritrade, Inc. and the TD Ameritrade family of divisions and companies, including TD Ameritrade Institutional.

What we do

How does TD Ameritrade protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, please visit tdameritrade.com/security.page
How does TD Ameritrade collect my personal information?	We collect your personal information, for example, when you ■ Open an account or make deposits or withdrawals from your account ■ Direct us to buy securities or direct us to sell your securities ■ Tell us about your investment or retirement portfolio We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ Sharing for affiliates' everyday business purposes—information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ Our affiliates include companies with a TD Ameritrade name; financial companies such as TradeWise Advisors, Inc.; nonfinancial companies such as TD Ameritrade Media Productions Company; as well as the TD Bank Financial Group family, including TD Bank and The Toronto-Dominion Bank.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ TD Ameritrade does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ TD Ameritrade doesn't jointly market.

Other important information

For Nevada Residents. We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling 800-326-7141. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: BCPINFO@ag.state.nv.us.

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

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

TradeWise Advisors, Inc. and TD Ameritrade, Inc. are separate but affiliated firms. Advisory services are provided exclusively by TradeWise Advisors, Inc. and brokerage services are provided exclusively by TD Ameritrade, Inc.

TD Bank Group has an ownership interest in TD Ameritrade Holding Corporation, the parent company of TD Ameritrade, Inc.

TD Ameritrade, Inc. and TD Bank USA, N.A. are affiliated through their parent companies.

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TD Ameritrade Business Continuity Plan Statement

PO Box 2209 ■ Omaha, NE 68103-2209

TD Ameritrade is committed to providing our clients with secure and reliable access to their accounts. This commitment includes providing information regarding plans to address disruptions in our business operations due to power outages, natural disasters, or other significant events. In the event of a disruption, TD Ameritrade has a Business Continuity Plan that is intended to permit the firm to maintain business operations such as processing client orders and transactions, providing access to cash and securities, and providing access to information about balances and transactions in client accounts. Examples of how TD Ameritrade's plan addresses disruptions of varying scope and magnitude include:

- Disruption of service at any of our service centers will result in calls, orders, and electronic communications being rerouted to an alternative service center located in a different region of the country with a separate power grid and transportation system.
- A significant disruption in our primary data center will result in a transition to systems at an alternate data center. Our data centers are each supported by backup power generators and are located in different regions of the country with different power grids and transportation networks.

Although TD Ameritrade has taken significant steps to develop and implement sound business recovery practices, after a significant business disruption, clients may still experience service disruptions, or reduced services or access as the firm recovers. We continually assess, update, and test our plans to ensure that TD Ameritrade plans are robust and are consistent with many of the best practices in the industry. Any modifications to our plan will be reflected in this Business Continuity Plan Statement, which will be posted on our website, or you may obtain a current version of this Statement by writing us at TD Ameritrade, Inc., Compliance Department, P.O. Box 2148, Omaha, NE 68103-2148.

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