

## TERMS OF SERVICE

### Account Agreement and Special Instructions

You (the client) hereby request that your Account Executive maintain an account in the name(s) listed on this Application. In consideration of the firm accepting this account, you acknowledge that you have read, understand and agree to be bound by this Account Agreement and that you acknowledge receiving a copy of this application at the time the account was opened. You further acknowledge that you have read and understand the pre-dispute arbitration clause in the Fintegra Customer Account Agreement and agree to resolve any disputes arising out of your account by arbitration. You also agree that this pre-dispute arbitration clause includes any disputes between Fintegra and yourself. You further understand that all assets are held at the respective company.

You certify that the foregoing client information is accurate and that you are aware that the information is relied on by your Account Executive in servicing your account. You further agree to immediately notify your Account Executive if you experience a material change in circumstances.

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

Fintegra may amend this Agreement at any time in any respect, effective upon written notice to account holder. Account holder may close the account at any time by giving Fintegra notice. Fintegra may close the account or terminate any or all services or features offered under this Agreement at any time and for any or no reason. Closing the Account or terminating services will not affect rights and obligations incurred prior to closing the Account or the termination of services.

By signing this Application, you confirm that any cash credit balance maintained in your account is solely for the purpose of reinvestment. You acknowledge your understanding that the Securities Investor Protection Corporation (SIPC) protects cash balances of up to \$100,000, but SIPC coverage is not available for funds maintained solely for the purpose of earning interest. You can obtain information about SIPC, including the SIPC brochure, by contacting SIPC at [www.sipc.org](http://www.sipc.org) or by calling 202-371-8300.

In addition to the disclosures contained elsewhere in this new account application:

- You understand that by opening an account through Fintegra, you agree to be legally bound by the terms and conditions of this agreement. You understand that this agreement may be amended from time to time by Fintegra, with revised terms posted on the Fintegra website found at [www.fintegra.com](http://www.fintegra.com). You agree to check for updates to this agreement. You understand that by continuing to maintain your securities brokerage account without objecting to revised terms of this agreement, you are accepting the terms of the revised agreement and you will be legally bound by its terms and conditions. Fintegra reserves the right to decline any account application or transaction or to terminate any account any time and for any reason, at its sole discretion.
- You understand that you may pay a sales charge (i.e. initial or deferred sales charge, early withdrawal penalty or surrender charge) on investments.
- You understand that commissions and other miscellaneous fees may be applied to the purchase and/or sale of individual securities.
- You understand that dividends and interest may fluctuate and that yields are not guaranteed.
- You understand that investment products will fluctuate in value and at the time of liquidation may be worth more or less than the principal amount invested.
- You understand that if you withdraw balances from a qualified retirement account prior to age 59½, there may be a federal income tax penalty.
- You understand that Fintegra, LLC is an independent broker/dealer. Fintegra is not a depository financial institution.
- You have reviewed the information contained on this application, which is based upon the information given by you. The information contained on the application is correct and complete as of the date hereof. If such information becomes inaccurate or if your investment objectives change, you will promptly advise your Account Executive.
- You understand the following definitions for the investment objectives which are listed on this application from lowest to highest risk:
  - Capital Preservation:* These investors are the most conservative by nature with the primary characteristic being limited volatility in principal and risk.
  - Conservative:* These investors seek the maximum amount of income consistent with a modest degree of risk. They are willing to accept a lower level of income in exchange for lower risk.
  - Moderately Conservative:* These investors want to be protected somewhat from large downside market fluctuations and are willing to not fully participate when markets rally upwards.
  - Balanced:* These investors aim to balance risk and return. These portfolios are generally divided equally between equities and fixed-income securities.
  - Moderate Growth:* These investors seek a possibly larger increase in investment value over time, compared to those categories above. However, these investments also generally carry greater risks than the above categories.
  - High Growth:* These investors seek the highest risk investments which generally provide the largest potential for account value appreciation and depreciation with the highest likelihood of volatility.
- You acknowledge that the Financial Institution where you may have obtained Fintegra's services and Fintegra may share income that has been generated as a result of the activity in your account. The sources of income may include, but not be limited to, commissions, trailer and administrative fees. You understand that Fintegra may charge various service and interest charges.
- You acknowledge that Fintegra receives remuneration for directing certain orders to particular broker-dealers or market centers for execution. When such remuneration is received, it is considered compensation to Fintegra, and the source and nature of such compensation, if any, in connection with this transaction will be disclosed upon request.
- To obtain credit, the Financial Institution from which you obtain services may not: (i) Require you to purchase any insurance or annuity from the Institution or any of its affiliates; or (ii) Require you to agree to not purchase, or prohibit you from purchasing any insurance or annuity from any unaffiliated party.

#### Privacy Disclosure

Fintegra collects non-public personal information about you from the following sources:

- Applications and other forms
- Transactions with us and others
- Consumer Reporting Agencies

We do not disclose any non-public personal information about you to anyone, except as permitted by law.

We may disclose all of the information we collect as described above, to financial institutions with which we have joint marketing or service agreements.

If you decide to close your account or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Fintegra restricts access to your personal and account information to those who need to know that information to provide products or services to you. Fintegra maintains physical, electronic and procedural safeguards to guard your non-public personal information. For more information on Fintegra's Privacy Policy, please visit [www.fintegra.com](http://www.fintegra.com) and click on "Privacy Policy."

#### Compensation Disclosure

Fintegra receives compensation other than commissions from some of the financial institutions available to you through Fintegra. These payments are made in connection with investment product marketing, education and training activities. Investment companies making these payments are part of Fintegra's Sponsorship Program. For more information, please visit [www.Fintegra.com](http://www.Fintegra.com) and click on "Disclosures" to read the "Compensation Disclosure."

#### Business Continuity Plan Disclosure

Fintegra has developed and instituted a business continuity plan to be followed in case of a major business disruption. For more information on this plan, please visit [www.fintegra.com](http://www.fintegra.com) and click on "Disclosures" to read the "Business Continuity Plan."

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### Investments Disclosure

You understand that the securities products offered by Fintegra, LLC (Fintegra) and Pershing, LLC are:

- NOT insured by the Federal Deposit Insurance Corporation (FDIC)\*\* or any other deposit insurance program
- NOT deposits with, obligations of or guaranteed by a financial institution (including any institution from which I obtained services)
- Subject to investment risk, including possible loss of principal.

*\*\*Brokered certificates of deposit may be FDIC insured*

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### *Fintegra Arbitration Disclosure*

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#### **Arbitration Agreement** [For FINRA/SEC regulated products only]

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

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for the award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forms may impose time limits for bringing a claim in arbitration. In some cases, 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.

**Arbitration Agreement:** You agree that all controversies that may arise between you and Fintegra concerning any transaction, order service or the construction, performance, or breach of this or any other agreement between you and Fintegra, whether entered into before, on or after the date this account is opened, shall be conducted pursuant to the Federal Arbitration Act before the Financial Industry Regulatory Authority. The award of the arbitrators, or of the majority of them, shall be final and binding on the parties mentioned hereto, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. In addition, You are aware that no person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) The class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

You acknowledge that you have read and understand this pre-dispute arbitration clause and agree to resolve any disputes arising out of your investments, services or any other disputes between yourself and Fintegra by arbitration.

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