

Account No.: \_\_\_\_\_

Rep. Name: \_\_\_\_\_

Branch Office: \_\_\_\_\_

**CLIENT ACCOUNT AGREEMENT**

The following pages contain the account agreement and include a pre-dispute arbitration agreement, privacy policy, business continuity plan disclosure, customer identification disclosure, account fee disclosure, revenue sharing disclosure and FDIC disclosure. Pages 2 through 11 are intended for the client to keep. I acknowledge that the account agreement is also available at [www.summitbrokerage.com/disclosures](http://www.summitbrokerage.com/disclosures).

**ACKNOWLEDGEMENTS**

I certify under penalties of perjury (1) that the Social Security and/or Taxpayer Identification Number provided herein is correct, and (2) that the IRS has never notified me that I am subject to backup withholding, or has notified me that I am no longer subject to such backup withholding. (Note: If part (2) is not true, please strike out that part before signing.)

**I HAVE RECEIVED THE CLIENT ACCOUNT AGREEMENT (PAGES 2 THROUGH 11) FOR MY RECORDS.**

I represent that I have read the terms and conditions governing this account and agree to be bound by such terms and conditions as currently in effect and as may be amended from time to time. **This account is governed by a pre-dispute arbitration agreement which is located on pages 2 & 3 of this Client Account Agreement. I acknowledge receipt of the pre-dispute arbitration agreement and agree to these terms and conditions.**

--	--	--	--

CLIENT SIGNATURE

DATE

CLIENT SIGNATURE

DATE

CLIENT PRINTED NAME

CLIENT PRINTED NAME

--	--	--	--

FINANCIAL ADVISOR SIGNATURE

DATE

BRANCH MANAGER

DATE

**THE FOLLOWING PAGES ARE TO BE GIVEN TO CLIENT(S)**

**CLIENT COPY- PLEASE KEEP FOR YOUR RECORDS**

**CLIENT ACCOUNT AGREEMENT**

In consideration of your opening the above account (the "Account"), in my name or for me, for the purchase or sale of investments, insurance or annuities, I hereby agree with you and any successor or assign, as follows:

**1. RULES AND REGULATIONS**— All investments and other transactions are subject to applicable laws and to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house where they are executed by you and your agents. No provision of this Agreement shall be waived, altered, modified or amended unless in writing and signed by an authorized officer of your organization.

**2. DEFINITION**—Under this Agreement, any reference to "I", "we", "us", "my", "our", "Client", regardless of number and gender, shall include all signers of this document. Any reference to the term "you" or "your" shall include Summit Brokerage Services, Inc. ("Summit"), its affiliate Summit Financial Group, Inc., and other affiliates, including past and present related entities, independent contractors, representatives, agents, directors, officers and employees ("Affiliates"). This Agreement and its terms and conditions shall inure to the benefit of all Affiliates.

**3. COMMUNICATIONS**—Communications may be sent to any of us at the mailing address on file with you, or at such other address that any of us may thereafter give in writing, and all communications so sent whether written by mail, telegraph or otherwise shall be deemed to be given to any of us personally. The information set forth on all documents sent to any of us by you will be deemed conclusive unless objected by us within 10 days of its being provided.

**4. LIABILITY**—You shall not be liable in connection with the entering, execution, handling, selling or purchasing of securities or orders for my account except for gross negligence or willful misconduct on your part, nor shall you be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension or trading, war, acts of terrorism, strikes, failure of the mails or other communications systems, mechanical or electronic failure or failure of third parties to follow instructions or other conditions beyond your control.

**5. ARBITRATION.**

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

- **All of the 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 the claim is filed.**
- **Arbitration awards are generally final and binding; a party's ability to 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 for securities matters typically will include a minority of arbitrators who were or are affiliated with the securities industry.**
- **For all other matters, including insurance and/or investment advisory related matters, the arbitrator selected by the claimant and the arbitrator selected by respondent shall, within ten days of their appointment, select a third neutral arbitrator. In the event that they are unable to do so, the parties or their attorneys may request the American Arbitration Association to appoint the third neutral arbitrator.**
- **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 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 client 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.

**Arbitration Provision:**

It is agreed that all controversies or disputes which may arise between you and us concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between you and us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by either the Financial Industry Regulatory Authority – Dispute Resolution ("FINRA") in accordance with its arbitration procedures or shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial or other Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any of us may initiate arbitration by filing a written claim with the FINRA or AAA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of Florida, including the limitations prescribed in Section 95.011, Florida Statutes.

**6. JURISDICTION**—The laws of the State of Florida, as applied to agreements signed and to be performed in Florida, shall apply and bind the parties in any and all questions arising under this Agreement, including questions of validity, interpretation and performance.

**7. AMENDMENT**—Except as herein otherwise expressly provided, no provision of this Agreement shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment be committed in writing and signed by an officer of yours.

**8. REPRESENTATIONS**—I represent that if any one of the beneficiaries of said account or any one else who has a beneficial interest in the same is an employee of any exchange, or of any corporation which any exchange controls, or of a member of any firm registered on any exchange or of a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing in securities either as broker or principal, that the signed will abide by the rules of the regulatory agencies and your policies. If at any future time, any such persons become so employed, I will notify you promptly. No one other than such beneficiaries has or will have an interest in the account except as we shall advise you in writing.

**9. SEVERABILITY**—If any provisions or conditions of this Agreement shall be held to be invalid or unenforceable by any court, regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be valid and enforceable as if any such invalid or unenforceable provision were not contained herein.

**10. DISCLOSURE UPDATES**—I acknowledge that the disclosures contained herein are also available on your website located at [www.summitbrokerage.com](http://www.summitbrokerage.com) and are available for my review. I also acknowledge and agree that any amendment or change to these disclosures or this agreement will have been deemed to be delivered to me.

**11. CONCERNS OR COMPLAINTS**—If I have any concerns or complaints regarding my account, I may contact your Compliance Department at 844-307-3623. Any correspondence should be directed to: Summit Brokerage Services, Inc., Attn.: Compliance Dept., 595 South Federal Highway, Suite 500, Boca Raton, FL, 33432-5542.

**12. FINRA PUBLIC DISCLOSURE PROGRAM**—The Financial Industry Regulatory Authority (FINRA) requires that FINRA members provide the following information concerning the FINRA's public disclosure program: the FINRA public disclosure program hotline number is 800-289-9999 and the FINRA website address is

[www.finra.org](http://www.finra.org). An investor brochure that includes information describing the public disclosure program may be obtained from FINRA.

**13. JOINT ACCOUNTS**—(a) If this is a Joint Account, we agree that each of us has the authority to act on behalf of all account owners to: order any transaction involving the account, including transactions that result in a negative account balance; receive any property in the account, including cash withdrawals; receive any communications concerning the account including confirmations and statements; and make or agree to any changes in the account or this agreement, including closing the account. You are not required to verify with other account owners the authority for any instructions received from one of us and you do not need to give notice of any transaction to any owner who did not order the transaction. Each and every account owner shall be individually liable for the full amount of any loan or balance due on this account. (b) If one of us dies, the survivor(s) will give you immediate written notice of the death of any of us. You may take any action you may feel prudent to protect you from any tax, liability, penalty or loss.

**14. CUSTOMER IDENTIFICATION**—Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (or business) who opens an account. When I open an account, you we will ask me for my name, address, telephone number, date of birth, tax identification number and other information that will allow you to verify my identity to you. You may ask to see and make a copy of my driver's license, government-issued identification or other identifying documents.

**15. CHECK HANDLING POLICY**- I acknowledge that this firm has a policy of reviewing and approving (i) customer applications for new accounts, and (ii) customer transactions of certain product types, before my application and payment are forwarded to the firm's carrying broker-dealer or the product issuer, as applicable. Such reviews may take up to seven business days after the principal reviewer receives my complete and correct application for this transaction. During this supervisory review, the firm will safeguard my payment, but my funds will not be deposited or invested.

**16. SUMMIT PRIVACY NOTICE**—Summit Brokerage Services, Inc. and its affiliates ("Summit") are committed to safeguarding the confidential information of its clients. This information includes all personal data that we collect from you in connection with any of the services provided by Summit.

We collect personal information about you for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about products and services that may be of interest to you, and providing customer service. We collect non-public information about you from the following sources:

- Information we receive from you on applications and other forms (including but not limited to your name, date of birth, address, telephone number, e-mail address, social security number, employment information, assets, income, investment experience, and health information);
- Information about your transactions with us, our affiliates and others; and
- Information we receive from consumer reporting agencies and other entities not affiliated with Summit

We limit access to non-public personal information to those employees, representatives and agents who need to know in order to conduct our business, service your account, keep you informed, and help you accomplish your financial objectives, such as providing you with a broad range of services and products. Our employees, representatives and agents are required to maintain and protect the confidentiality of your personal information and must follow established privacy procedures. We maintain physical, electronic, and procedural safeguards to protect your personal information.

In the regular course of our business, we may disclose some or all of the non-public personal information described above with our affiliates and with non-affiliated third parties as necessary to effect, administer, or enforce transactions that you request or authorize, or in connection with processing or servicing a financial product or service that you request or authorize.

Summit Brokerage Services, Inc. is a fully disclosed introducing securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investors Protection Corporation ("SIPC"). Our affiliates are companies controlled by us, or companies controlling or under common control with us, including registered investment advisors and insurance agencies, their representatives and agents. Our affiliates currently are Summit Financial Group, Inc., a federally covered Registered Investment Advisor; and our affiliated insurance agencies, SBS Insurance Agency of Florida, Inc. and SBS of California Insurance Agency, Inc. Due to the

complementary services offered by these affiliates depending on the types of investment of the client, non-public client information is necessarily shared between these affiliates as necessary to effect, administer, or enforce a transaction, or to process or service a financial product or service that you request or authorize.

The non-affiliated third parties with which we may share non-public client information include financial service providers, such as clearing firms, mutual fund companies, investment money managers, and insurance companies with whom we have contracted, and in many cases, with whom the client has contracted as well. Their involvement is essential to the provision of overall service provided by Summit to its clients. The information shared with these non-affiliated companies is not sold or rented to them, nor is it shared with them for marketing or solicitation purposes. We will share non-public information with non-affiliated companies only when they agree to uphold and maintain our privacy standards when handling a customer's personal information.

Additionally, financial advisors may change brokerage firms and information may be received or taken by your financial advisor to the new firm in order to provide continual financial services for you. If you do not want your financial advisor to transfer this information, please contact 844-307-3623 or send an email to [privacyoptout@summitbrokerage.com](mailto:privacyoptout@summitbrokerage.com) to opt out of this information sharing. Otherwise we may disclose non-public information with non-affiliated companies and regulatory authorities as permitted or required by applicable law. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies, or with attorneys, accountants, or auditors, as necessary to protect our rights and property. Except as described in this privacy policy, we will not use your personal information for any other purpose unless we describe how such information will be used at the time you disclose it to us or we obtain your permission to do so.

Personally identifiable information about you will be maintained during the time you are a client, and for the required time thereafter that such records are required to be maintained by federal and state securities and insurance laws. After this required period of record retention, all such information will be archived or destroyed. In all other respects, the information about former clients is treated in the same manner as information about current clients.

We strive to keep our customer records complete and accurate. We will give you reasonable access to information we have about you. Most of this information is contained in account statements that you receive from us and applications that you submit to obtain our products and services. We encourage you to review this information and notify us if you believe any information should be corrected or updated. If you have any question or concern about your personal information or this privacy notice, please contact our Compliance Department at 844-307-3623, or by mail at: 595 South Federal Highway, Suite 500, Boca Raton, Florida 33432-5542.

**17. BUSINESS CONTINUITY PLAN**—Summit Brokerage Services, Inc. and its affiliates have developed a Business Continuity Plan outlining how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we are flexible in responding to actual events as they occur.

*Contacting Us* — During a significant business disruption you should be able to contact us as you usually do at 844-307-3623. However, if you cannot reach us at that number, you should contact our clearing firm, Wells Fargo Clearing Services, LLC, LLC at 800-775-7041 or Pershing LLC at 201-413-3635 for instructions on how they can provide prompt access to funds and securities, enter orders and process other trade-related cash and security transfer transactions.

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

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

Our clearing firms, Wells Fargo Clearing Services, LLC, LLC and Pershing LLC back up our records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by Wells Fargo Clearing Services, LLC and Pershing that their internal objective is to restore their own operations and be able to complete existing

transactions and accept new transactions and payments within three hours. Your orders and requests for funds and securities could be delayed during this period.

*Varying Disruptions* — Varying Disruptions — Significant business disruptions can vary in their scope, whether it affects only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or an entire region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within one day. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within one day. In both cases, we plan to continue in business, transferring operations to our clearing firm if necessary, and post pertinent information on our website, [www.Summitbrokerage.com](http://www.Summitbrokerage.com). If the significant business disruption is so severe that it prevents us from remaining in business, we will facilitate our customers' prompt access to their funds and securities. If you have questions about our business continuity planning, please contact us at 844-307-3623.

**18. REVENUE SHARING DISCLOSURE**—Summit offers a wide variety of approved securities, investments, insurance and annuities. I acknowledge that a disclosure concerning compensation Summit may be paid for offering these products and programs is available at [www.summitbrokerage.com/disclosures](http://www.summitbrokerage.com/disclosures).

**19. FDIC DISCLOSURE**—I acknowledge that securities I may invest in:

- are not insured by the Federal Deposit Insurance Corporation ("FDIC");
- are not deposits or other obligations of the financial institution and are not guaranteed by the financial institution; and
- are subject to investment risks, including possible loss of the principal invested.

**20. ACCOUNT SERVICE FEE NOTICE STATEMENT**—A list of account service fees is located on our website at [www.summitbrokerage.com/disclosures](http://www.summitbrokerage.com/disclosures) or you may ask your financial advisor for a copy. Account service fees may apply and are subject to change without prior notice. Fees may be unrelated to the cost of providing the service. The fees may be in excess of the firm's expenses.

### **Making A Sound Decision Regarding Your IRA Rollover**

The largest source of IRA contributions comes from individuals who move their money from their employer-sponsored retirement plans, such as 401(k) and 403(b) plans, when they leave a job, according to the Employee Benefit Research Institute.

If you are considering rolling over money from an employer plan into an IRA – or if you have been in contact with a financial professional to do so – follow these tips to decide whether an IRA rollover is right for you.

1. **Evaluate your transfer options.** You generally have four choices. You can:
  - Keep some or all your savings in your former employer's plan (check with your benefits office to see what your former employer's policy is)
  - Transfer assets to your new employer's plan, if allowed (again, check with the benefits or human resources office)
  - Roll over your plan assets into an IRA
  - Cash out your balance

There are pros and cons to each option, but cashing out your account is rarely a good idea for younger individuals. If you are under age 59½, the IRS generally will consider your payout an early distribution, meaning you could owe a 10 percent early withdrawal penalty on top of federal and applicable state and local taxes.

2. **Tax Considerations.** If you decide to roll over your retirement plan assets to an IRA, you can choose either a traditional IRA or Roth IRA. No taxes are due if you roll over assets from a traditional employer plan to a traditional IRA, or if you roll over your contributions and earnings from a Roth plan to a Roth IRA. But if you decide to move your retirement assets from a traditional employer plan to a Roth IRA, you will have to pay taxes on the amount you convert to a Roth IRA. It's a good idea to consult with your plan administrator as well as financial and tax professionals about the tax implications that may be associated with your different options.

## Tip: Special Treatment of Employer Matches in Roth Plans

The IRS requires that any employer match of contributions made to a Roth plan be placed in a pre-tax account and treated like matching assets in a traditional plan. To avoid taxes when rolling over a Roth plan that includes matching contributions from your employer, you will need to request the transfer of (i) *your* contributions and earnings to a Roth IRA and (ii) *your employer's* matching contributions and earnings to a traditional IRA.

3. **Indirect Rollover Considerations.** With a direct rollover, you instruct your former employer to send your 401(k) assets directly to your new employer's plan or to an IRA, and you never have to handle the money yourself. With an indirect rollover, you start by requesting a lump-sum distribution from your plan administrator and then take responsibility for completing the transfer. Indirect rollovers may have significant tax consequences. You may not get the full amount up front because the plan may be required to withhold 20 percent of the account's value to ensure taxes will be paid if the rollover is not completed. You must deposit the funds in an IRA within 60 days to avoid taxes on pretax contributions and earnings, and to avoid the potential of an additional 10 percent tax penalty if you are younger than 59½. If you want to defer taxes on the full amount you cashed out, you will have to add funds from another source equal to the 20 percent withheld by the plan administrator (you get the 20 percent back if you properly complete the rollover). It is important to understand how your existing plan treats indirect rollovers.
4. **Be wary of "Free" or "No Fee" claims.** Competition among financial firms for IRA business is strong, and advertising about rollovers and IRA-related services is common. In some cases, the advertising can be misleading. FINRA has observed overly broad language in advertisements and other sales material that implies there are no fees charged to investors who have accounts with the firms. Even if there are no costs associated with a rollover itself, there will almost certainly be costs related to account administration, investment management or both. Don't roll over your retirement funds solely based on the word "free." Summit does not maintain or promote free or no fee claims.
5. **Realize that conflicts of interest may exist.** Financial professionals who recommend an IRA rollover might earn commissions or other fees as a result. In contrast, leaving assets in your old employer's plan or rolling the assets to a plan sponsored by your new employer likely results in little or no compensation for a financial professional. In short, even if the recommendation is sound, any financial professional who recommends you move money from an employer-sponsored retirement plan into an IRA may benefit financially from that move.
6. **Compare investment options and other services.** An IRA often enables you to select from a broader range of investment options than available in an employer plan, but might not offer the same options. Whether the IRA options are attractive will depend, in part, on how satisfied you are with the options offered by your current or new employer's plan. Some employer plans also provide access to investment advice, planning tools, telephone help lines, educational materials and workshops. Similarly, IRA providers offer different levels of service, which may include full brokerage service, investment advice and distribution planning. If you are considering a self-directed IRA, consider the tradeoffs.
7. **Understand fees and expenses.** Both employer-sponsored plans and IRAs involve investment-related expenses and plan or account fees. Investment-related expenses can include sales loads, commissions, the expenses of any mutual funds in which assets are invested, and investment advisory fees. Plan fees can include administrative costs (recordkeeping and compliance fees, for instance) and fees for services, such as access to a customer service representative. In some cases, employers pay for some or all of the plan's administrative expenses. IRA account fees can include administrative, account set-up and custodial fees, among others. Before making a rollover decision, know how much you are currently paying for your plan and compare it to the fees and expenses of a new plan or IRA. For more information about 401(k) fees, see the Department of Labor's publication, *A Look at 401(k) Plan Fees*. For IRA fees, ask your financial professional to provide you with information about fees and expenses, and read your account agreement and any investment prospectuses.
8. **Engage in a thoughtful discussion with your financial or tax professional.** Don't be shy about raising issues, such as tax implications and the differences in services, fees and expenses between retirement savings alternatives. If your financial professional recommends that you sell securities in your plan or purchase securities in a newly opened IRA, ask what makes the recommendation suitable for you. As with any

investment, if you don't understand it, don't buy it.

9. **Age matters.** If you leave your job after age 55, you may be able to take penalty-free withdrawals from an employer-sponsored plan. In contrast, penalty-free withdrawals generally are not allowed from an IRA until age 59½. If any plan assets are rolled over to a Roth IRA, you generally must wait a minimum of five years and also reach age 59½ to avoid penalties. Penalty-free withdrawals from a traditional IRA are still subject to ordinary income taxes, while those from a Roth IRA are generally nontaxable. Once you reach age 70½, the rules for both traditional employer plans and traditional IRAs require the periodic withdrawal of certain minimum amounts, known as the required minimum distribution (RMD). The RMD rules also apply to Roth 401(k) accounts. However, the RMD rules do not apply to Roth IRAs while the owner is alive. If you are still working at age 70½, however, you generally are not required to make required minimum distributions from your current employer's plan. This may be advantageous for those who plan to work into their 70s.
10. **Assess the tax implications of appreciated company stock.** Some retirement plans feature company securities (such as stocks, bonds or debentures), and, as with earnings on other investments, any increase in their value will typically be subject to ordinary income tax when you withdraw the securities from the plan. But if you are considering a distribution of company stock or securities when you leave the company, be aware that special IRS rules might allow you to defer paying taxes on the appreciation (which the IRS calls "net unrealized appreciation"). Consult your plan administrator and financial and tax professionals about tax scenarios related to company securities that have appreciated.

The decision to move your retirement nest egg or stay put is an important one. In many cases, you do not have to act immediately upon switching jobs or retiring. Take the time to assess your options. Ask questions and do your homework to determine what is best for you.

## Financial Terms

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

**Investment Time Horizon:** The expected period of time you plan to invest to achieve your financial goal(s).

**Liquidity Needs:** The extent to which a customer desires the ability or has financial obligations that dictate the need to quickly and easily convert to cash all or a portion of an investment or investments without experiencing significant loss in value from, for example, the lack of a ready market, or incurring significant costs or penalties.

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

**Net Worth** is the value of your assets minus your liabilities. For purposes of this application, assets include stocks, bonds, mutual funds, other securities, bank accounts, and other personal property. Do not include your primary residence among your assets. For liabilities, include any outstanding loans, credit card balances, taxes, etc. Do not include your mortgage.

**Risk Exposure:** Investing involves risk. Different investment products and strategies involve different degrees of risk. The higher the expected returns of a product or strategy, the greater the risk that you could lose most of your investment. Investments should be chosen based on your objectives, timeframe, and tolerance for market fluctuations



## Summit Privacy Policy

<b>FACTS</b>	<b>WHAT DOES SUMMIT DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	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.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ social security number and birth date</li> <li>▪ income, assets, net worth and credit history</li> <li>▪ account balances and transaction history</li> </ul>
<b>How?</b>	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 Summit chooses to share; and whether you can limit this sharing.

<b>Reasons We May Share Your Personal Information</b>	<b>Does Summit share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes -</b> to process transactions, and maintain your account(s), respond to court orders or legal investigations or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<p>Call 844-307-3623</p> <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit sharing.</p>
-----------------------------	--

<b>Questions?</b>	Call our Compliance Department at 844-307-3623, or contact us by mail at: 595 South Federal Highway, Suite 500, Boca Raton, Florida 33432-5542
-------------------	--

Who We Are	
Who is providing this notice?	Summit Brokerage Services, Inc., Summit Financial Group, Inc., SBS Insurance Agency of Florida, Inc., SBS of California Insurance Agency, Inc., Cetera Investment Advisers LLC
What We Do	
How does Summit protect your 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. <ul style="list-style-type: none"> <li>In addition to physical and electronic safeguards, we have implemented security standards and procedures to protect your information, including employee training, limited employee access and the use of confidentiality agreements.</li> </ul>
How does Summit collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>open an account or deposit money</li> <li>direct us to buy or sell securities</li> <li>seek advice about your investments or enter into an investment advisory contract</li> </ul> We also collect your personal information from other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> </ul> <b>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</b>
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	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li><i>Our affiliates include financial companies such as Cetera companies, First Allied Holdings companies, The Legend Group, Investors Capital Corp., VSR Financial Services, Inc., Girard Securities, Inc and Tower Square Investment Management.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li><i>Our nonaffiliate partners include categories of companies such as financial institutions.</i></li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li><i>Our joint marketing partners include categories of companies such as financial institutions.</i></li> </ul>
Other Important Information	

- If your account was opened at a financial institution, and that financial institution decides to enter a relationship with a new financial services provider, we may share your information with the new provider so that your account may continue to be serviced. If your advisor is not affiliated with a financial institution and leaves Summit to join another firm, he/she may retain your personal information, in electronic and/or paper form, so that he/she may continue to service your account.
- Accounts with a California, Vermont, Massachusetts, Maine, Alaska or North Dakota mailing address are automatically treated as if they have limited the sharing as described on page 1, and account information will not be shared in connection with a financial advisor transition as described above, unless we receive your written consent.
- California residents: We will not share your personal information with a financial company for joint marketing purposes except as required or permitted by law.
- Vermont residents: For joint marketing with other financial companies, we will disclose only your name, contact information, and information about your transactions, unless otherwise required or permitted by law.