

Account # _____
 Rep Name _____
 Rep # _____
 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, account fee disclosure, revenue sharing disclosure and FDIC disclosure. Pages 6 through 9 are intended for the client to keep.

ACKNOWLEDGEMENTS

I certify under penalties of the 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 FOR MY RECORDS.
 (PAGES 6 THROUGH 9)**

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. I acknowledge receipt of the pre-dispute arbitration agreement and agree to these terms and conditions.**

Client Printed Name	Client Signature	Date
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Client Printed Name	Client Signature	Date
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Financial Advisor Name	Financial Advisor Signature	Date
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Branch Manager Name	Branch Manager Signature	Date
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THE FOLLOWING PAGES ARE TO BE GIVEN TO CLIENT(S)

PEAK BROKERAGE SERVICES CUSTOMER AGREEMENT



Meaning of Words in this Agreement. The words "I," "me," "my," and "us," refer to the person(s) who signed this Agreement, also identified as the "Customer." The words "you" and "your" refer to Peak Brokerage Services, LLC and its authorized agents, including its representatives and personnel.

In consideration of Peak Brokerage Services, LLC (PBS) opening one or more accounts on my behalf, I warrant and agree to be bound by all of the following representations and disclosures: I understand that securities products are not federally insured nor are they a deposit or obligation of, or guaranteed by, any depositor; institution. Furthermore, I understand that the products are subject to investment risks, including the possible loss of the principal amount invested. Securities products are offered by PBS. I understand PBS is a Broker/Dealer registered with the Financial Industry Regulatory Authority (FINRA) and is a member of the Securities Investor Protection Corporation (SIPC). I further agree to be bound by the following terms and conditions:

I. Authority and Ownership. I have the requisite legal capacity, am authorized to enter into this agreement and have obtained and will provide you with all necessary authorizations from third parties to open accounts and effect securities transactions under this agreement. I will be the owner of all securities purchased, held, and sold by me through you, or will otherwise have the authority to purchase, hold or sell such securities. If this is a joint account, we understand and agree that you may follow the instructions of either of us without obtaining the consent of the other. Each of us will be fully liable for any amounts due you under this Agreement. Upon the death of either of us, you will treat the property in the account as belonging to the joint tenant with right of survivorship unless we have expressly elected to own the account as tenants in common or other registration, but you may first require the production of necessary; legal documents. The liability regarding this account shall be joint and several.

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

III. Risk disclosure. I understand securities involve risks and that many variables, including but not limited to market and economic fluctuations, may have a substantial negative effect on the value of my securities positions. Furthermore, I represent to PBS that I am willing to assume these risks and I am, in fact, financially able to bear these risks. I also understand I have an affirmative obligation to notify PBS in writing should my financial condition adversely change from, or should my objectives become more conservative than, what is shown on this new account form.

IV. Customer Obligations. I hereby agree to adhere to the following requirement to monitor my account and prevent unauthorized activities: a) I will only make payment payable to one of the following parties: A mutual fund or variable product, or REIT as instructed in the Prospectus, PBS's clearing firm; a) I agree to only pay for a security by utilizing a traceable instrument (e.g. check, bank draft, etc.) and I will never pay cash for a security; b) I will carefully review each applicable Offering Document and I agree to be bound by the information contained therein; c) When purchasing or selling securities, I will not rely upon any information, including but not limited to statements, forecasts, predictions and projections whether verbal or written, which are not contained in the applicable Offering Document; d) When purchasing or selling securities, I will

not rely upon comparisons between securities or with market indexes of any kind, nor shall I rely upon guarantees of future value or price of any security; e) I understand when purchasing an interest in a partnership or mutual fund it may be advisable to take advantage of any available quantity discount privilege ("break-point level") as discussed in the applicable Offering Document, although doing so may limit my portfolio diversification; f) When purchasing or selling securities, I will not be induced by a pending dividend; g) I will never make payment payable to Representative, PBS or to an entity in which Representative may gain access to my funds; h) I will demand and obtain from Representative the current Offering Document which fully describes the investment, including potential risks and costs, prior to purchasing a mutual fund, variable product, unit investment trust or REIT; i) I will not loan to Representative or borrow from Representative monies or securities and I specifically will not authorize or permit Representative to act as personal custodian of my securities, stock powers, monies or any other personal or real property of which I may have any interest; j) I will promptly review each trade confirmation and account statement and report any errors or discrepancies to PBS within 10 days of the date of mailing.

V. Orders for Securities and Payment Arrangements.

I understand PBS shall have the sole discretion to accept my securities orders and that PBS. reserves the right to require a deposit before accepting or executing my securities orders

I will not buy, sell or liquidate any securities of a corporation of which I am an affiliate, or sell or liquidate any restricted securities, except in compliance with applicable laws and regulations and with notice, to you, that the securities are restricted

If upon the sale or purchase of securities by PBS at my direction, I fail to deliver the securities to PBS's clearing firm or if I fail to make a full and timely payment, I authorize PBS to take those steps necessary in its discretion, to deliver such securities or to make such payment, in which event I agree to reimburse PBS for any loss PBS may sustain in the transaction

I shall reimburse PBS, for the reasonable costs of collection of any debit balance and any unpaid deficiency in my accounts, including attorney's fees, court costs and any other expenses whatsoever in nature incurred by PBS. in effecting said collection;

I realize no acceptance by PBS of a lesser sum than due in my account shall be deemed to be other than a payment on account and PBS may accept such check or payment without prejudice to PBS.'s right to recover the balance due in my account.

VI. IRA Accounts. If I am establishing an account with PBS in connection with an individual retirement account ("IRA"), I understand that it is my responsibility, and not the responsibility of PBS, to determine my eligibility for

establishing an IRA, the deductibility of IRA contributions, compliance with all other rules relating to the tax deferred status of the IRA or the rollover from another retirement account, and the availability of all other tax benefits of the IRA.

VII. **Notices.** All written notices and communications pursuant to this Agreement and my account(s) shall be sent to the undersigned at the mailing address set forth on this new account form or my last known address contained in the files of PBS. All written notices and communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the undersigned when sent by PBS to said address. Written notices and communications pursuant to this Agreement shall be sent to PBS by certified mail, return receipt requested to the main office PBS currently located at 11770 US Hwy 1, Suite E205; Palm Beach Gardens, Florida 33408 or to such other address as may be furnished by written notice. All written notices and communications shall be deemed given to PBS on the date indicated as received by PBS on the return receipt.

VIII. **Entire Agreement I No Waiver.** This Agreement contains the entire understanding between the undersigned and PBS concerning the subject matter of this Agreement. Should any part, term, section or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms, sections or provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. No waiver of any part of any term, condition, section or provision of this Agreement shall be construed as a waiver of any subsequent term, condition, section or provision of this Agreement.

IX. **Modification of Agreement.** I understand PBS shall have the right by written notice to add or to amend any term, condition, section or provision of this Agreement. All applicable amendments and additions will be effective fifteen (15) days after said notice is mailed, unless PBS receives my written notice of objection prior to said effective date.

X. **Applicable Laws and Regulations.** This agreement is governed by Florida law, without regard to its choice of law provisions. All transactions shall be subject to rules, regulations, customs and usages of the exchange, market or clearing house where executed, and to all applicable federal and state laws and regulations. Any judicial proceedings relating to an arbitration (SEE PARAGRAPH 12) or to this Agreement shall be conducted in a state or federal court in Palm Beach County, Florida, and I agree (a) to submit to the jurisdiction of any such court, (b) that any such court constitutes a convenient forum, and (c) that process may be served by certified mail, return receipt requested at my last address known to Peak Brokerage Services, LLC.

XI. **Force Majeure.** PBS shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond the control of PBS.

XII. **Pre-Dispute Arbitration Agreement.** 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 THEIR 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 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 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.

I EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL CLAIMS, DISPUTES AND OTHER MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED BY THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA). FINRA'S ARBITRATION CODE OF PROCEDURE IS INCORPORATED HEREIN BY REFERENCE. THIS EXPRESS AGREEMENT TO SUBMIT TO BE BOUND BY ARBITRATION INCLUDES, BUT IS NOT LIMITED TO, DISPUTES ARISING UNDER THE SECURITIES ACT OF 1933, THE EXCHANGE ACT OF 1934, CLAIMS ARISING UNDER THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT (RICO), STATE OR COMMON LAW FRAUD AND SECURITIES STATUTES, AS WELL AS OTHERS SPECIFICALLY ENFORCEABLE UNDER THE PREVAILING ARBITRATION LAW AND PROCEDURES. THE AWARD RENDERED BY THE ARBITRATORS SHALL BE FINAL, AND JUDGEMENT MAY BE ENTERED UPON IT IN ANY COURT HAVING JURISDICTION THEREOF.



Peak Brokerage Services

Privacy Policy

At Peak Brokerage Services, LLC ("PBS"), we appreciate your business and the trust you have placed in us. As a FINRA introducing broker-dealer firm, PBS provides a variety of brokerage services to clients who have contracted for these services. PBS is required to communicate its policies related to the privacy of customer information.

We are proud of our privacy protection practices and procedures and we want you to know how we protect your information and use this information to service your account. In order to facilitate the servicing of your account, PBS may receive non-public personal information about you from the following sources:

- Information we receive from you on questionnaires, applications, account opening documents or other forms
- Information we receive about your transactions with us or others
- Information we receive from a consumer reporting agency
- Information we receive from other sources with your consent

We do not disclose any non-public personal information about you to anyone, except as permitted by law. Such disclosure may include the following:

- Disclosures to affiliates, including affiliated service providers
(for example, affiliated custodians for the purpose of establishing accounts on your behalf)
- Disclosures to government agencies, securities regulators and law enforcement officials
(for example, for tax reporting, under a court order, or to protect our legal rights)
- Disclosures to other organizations, made with your consent
(for example, other investment advisor firms in order to open a managed account with their firm or the brokerage firm they utilize)
- Disclosures to other persons you authorize to obtain such information
(for example, a CPA who will be preparing your tax return or an attorney preparing legal documents)

We will periodically deliver updates regarding the firm's policies including but not limited to updates to customer agreements and privacy policies in electronic format. If you wish to "opt-out" of receiving information via electronic format then you will need to inform us in writing via email at compliance@pbsrep.com, or via fax at 866-852-1609.

PBS restricts access to your personal and account information to those of its employees who need to know that information to provide products or services to you. PBS maintains physical, electronic, and procedural safeguards to guard your non-public personal information. We will continue to adhere to the privacy policies and practices as described in this notice if you decide to close your account(s) or become an inactive customer.

If you have any questions concerning PBS's privacy policies and procedures, please feel free to contact us.

Peak Brokerage Services, LLC

Business Continuity Plan



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

Contacting Us – If after a significant business disruption you cannot contact us through your financial representative or as you usually do at (855) 949-PEAK, you should call our alternative number (561) 640-5050 or go to our website at www.peakbrokerageservices.com. If you cannot access us through either of those means, you should contact the custodian of your assets. If you maintain assets that are held directly at a mutual fund, insurance company, or other entity, you should contact that entity. If you maintain an account at our clearing firm, Raymond James, you should contact them at (727) 567-1000 at www.raymondjames.com for instructions on how it may provide prompt access to your funds and securities; place securities orders; the status of account statements or other mailings; or make further inquiries.

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

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

Our clearing firm backs up our important 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 our clearing firm that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within 24 hours. Your orders and requests for funds and securities could be delayed during this period.

Varying Disruptions – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within 4 hours. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within 24 hours. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you through our website www.peakbrokerageservices.com or our customer emergency number, 561-641-5050 how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer’s prompt access to their funds and securities.

For more information – If you have questions about our business continuity planning, you can contact us at (855) 949-PEAK.