

Customer Agreement

To: Nationwide Planning Associates, Inc.

In consideration of your opening one or more accounts on my (our) behalf, I (we) represent and agree to the following terms:

1. Provisions in the event of Failure to Pay or Deliver - Whenever the customer does not, on or before the settlement date, pay in full for any security purchased for the account of the customer, or deliver any security sold for such account, you are authorized (subject to the provisions of any applicable statute, rule, or regulation): **(A)** Until payment or delivery is made in full, to pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which you or your clearing agent may hold for the customer (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in your possession and control for delivery a like amount of similar securities. **(B)** To sell any or all securities which you or your clearing agent may hold for the customer (either individually or jointly with others), to buy in any or all securities required to make delivery for the account of the customer, or to cancel any or all outstanding orders or commitments for account of the customer.

2. Cancellation Provisions - You are authorized, in your discretion, should the customer die or should you for any reason whatever deem it necessary for your protection, without notice, to cancel any outstanding orders in order to close out the accounts of the customer, in whole or in part, or to close out any the commitment made on behalf of the customer.

3. General Provisions - Any sale, purchase, or cancellation authorized hereby may be made according to your judgment and at your discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same and without any notice, prior to tender, demand, or call, and you may purchase the whole or any part of such securities free from any right of redemption, and the customer shall remain liable for any deficiency. It is further understood that any notice, prior to tender, demand, or call, from you shall not be considered a waiver of any provision of this agreement. The customer shall include any person executing this agreement.

4. Successors - This agreement and its provisions shall be continuous, and shall inure to the benefit of your present organization, and any successor organization or assigns, and shall be binding upon the customer and/or the estate, executors, administrators, and assigns of the customer.

5. Age - The customer, if an individual, represents that he or she is of full age.

6. Interest in Account - No one except the customer has an interest in any of its accounts with you unless such interest is revealed in the title of such account, and in any case, the customer has the interest indicated in such title.

7. Orders and Statements - Reports of the execution of orders and statements of the account of the customer shall be conclusive if not objected to in writing, the former within two days and the latter within ten days, after forwarding by you to the customer by mail or otherwise.

8. Extraordinary Events - You 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 your control.

9. Fees and Charges - The customer viewed or had an opportunity to view the fee schedule associated with opening this account and agrees to the fee schedule. The customer understands that the fee schedule is subject to change from time to time and that a copy of the fee schedule can be obtained at www.nationwideplanning.com or by written request.

10. Joint Accounts - If this is a joint account, unless we notify you otherwise and provide such documentation, as you require, the brokerage account(s) shall be held by us jointly with rights of survivorship (payable to either or the survivor of us). Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. You shall be fully protected in acting, but shall not be required to act upon the instructions of either of us. Each of us shall be liable, jointly and individually, for any amounts due to you pursuant to this Agreement, whether incurred by either or both of us.

11. Address - Communications may be sent to the customer at the current address of the customer, which is on file at your office, or at such other address as the customer may hereafter give you in writing. All communications so sent, whether by mail, telegraph, messenger, or otherwise, shall be deemed given to the customer personally, whether actually received or not.

12. Recording Conversations - The customer understands and agrees that for our mutual protection you may electronically record any of our telephone conversations.

13. USA Patriot Act - Pursuant to Section 326 of the USA PATRIOT Act, I (we) understand that you will ask for my (our) name(s), address(es), date(s) of birth, and government-issued identification number(s) that will allow you to identify me (us). You may also ask to see my (our) driver's license(s) or other identifying documents. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, you may also require identifying documentation. You will not be responsible for any losses or damages (including, but not limited to, lost opportunities) resulting from any failure on my (our) part to provide this information, or from any restriction placed upon, or closing of, my (our) account.

14. Financial Industry Regulatory Authority (FINRA) Public Disclosure Program - For information regarding the Financial Industry Regulatory Authority (FINRA) Public Disclosure Program, call the Program's hotline number at (800) 289-9999 or visit them at www.finra.org.

15. Nationwide Planning Associates, Inc. is a member of FINRA/SIPC (Securities Investor Protection Corporation) - Visit www.sipc.org or call (202) 371-8300 to obtain a brochure or for more information about SIPC.

16. Revenue Sharing Agreements - Visit www.nationwideplanning.com for details surrounding our revenue sharing agreements.

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Arbitration Disclosure and Agreement

In consideration of opening one or more accounts with Nationwide Planning Associates, Inc., I (we) hereby agree that any disagreement between Nationwide Planning Associates, Inc. and I (us) shall be settled by arbitration, in accordance with the current rules of the Financial Industry Regulatory Authority (FINRA), and the governing laws of New Jersey.

I (We) am (are) aware and consent to the following conditions of this Arbitration Agreement:

- (I) All parties to this Agreement are giving up the right to sue one another 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.
- (II) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (III) The ability of the parties to obtain documents, witness statements, and other discovery is more limited in arbitration than in court proceedings.
- (IV) 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.
- (V) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (VI) 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.
- (VII) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

I (We) shall not bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against Nationwide Planning Associates, Inc. or any agent thereof, who has initiated in court a putative class action, or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action, until (i) the class certification is denied, (ii) the class is decertified, or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement, except to the extent stated herein.

This Arbitration Disclosure and Agreement is deemed to be delivered to the account holder(s) at the time the Nationwide Planning Associates, Inc. Account Form is signed by the consenting account holder(s). Account holder(s) may obtain a copy of this Arbitration Disclosure and Agreement by submitting a written request to Nationwide Planning Associates, Inc. at: Nationwide Planning Associates, Inc., 115 West Century, Suite 360, Paramus, NJ 07652, Attn: Compliance Department

Payment For Order Flow

Securities and Exchange Commission (SEC) Rule 11Ac1-3 requires that all broker/dealers notify their customers of their payment for order flow (POF) practices on an annual basis. All registered broker/dealer firms, including those firms that do not participate in POF practices, must make an annual disclosure to their customers. Nationwide Planning Associates, Inc. does not receive compensation for order flow. Pershing sends certain equity orders to exchanges, Electronic Communication Networks, or broker/dealers during normal business hours and during extended trading sessions. Certain of these venues provide payments to Pershing or charge access fees to Pershing depending upon the characteristics of the order and any subsequent execution. These include size of order; trading characteristics of the security; favorable execution prices (including the opportunity for price improvement); access to reliable market data; availability of efficient, automated transaction processing; and reduced execution costs through price concessions from the market centers. The details of these payments and fees are available upon written request. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a client may specify that an order be directed to a particular market center for execution, the order routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for clients.

Note: Trades placed through telephone, electronic, or online trading systems cannot specify a particular market center for execution.

Definitions of Investment Objectives

Income: Emphasis on generating current income rather than capital appreciation.

Growth and Income: Emphasis on both capital appreciation and generating current income.

Growth: Emphasis is placed on achieving capital appreciation rather than current income.

Aggressive Growth: Emphasis is placed on achieving aggressive growth and maximum capital appreciation. No focus on generation of current income. This objective has a very high level of risk and is for investors with a longer time horizon.

Speculation: Emphasis is placed on speculative transactions. This objective represents acceptance of an extremely high level of risk.

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Privacy Policy

The confidentiality of client information is an important concern of Nationwide Planning Associates, Inc. (NPA). We take precautions to safeguard client personal information at all times, and we will remain vigilant in protecting that information. The provisions of this privacy notice will apply to former clients as well as current clients.

Information We Collect

To conduct regular business, we may collect non-public personal information from sources such as:

- Information we receive from you on account applications, such as your address, date of birth, Social Security Number, occupation, financial goals, assets and income;
- Information about your transactions with us, our affiliates, or others; and
- Information received from credit or service bureaus or other third parties, such as your credit history or employment status.

Sharing Information

We may disclose any of the non-public personal information that we collect about you, as required to conduct our business and as permitted or required by law. We may share information about our customers with our affiliated Investment Adviser and/or with unaffiliated financial or nonfinancial services providers, such as insurance companies, mutual fund companies, banks, investment firms, third-party administrators, clearing firms, and other third parties who assist us in providing account maintenance or customer service to your account(s). We also may share your information with regulators and law enforcement organizations or in response to a subpoena or discovery request, as permitted or required by law.

We do not sell, share, or disclose your non-public personal information to unaffiliated third-party marketing companies.

If the advisor servicing your account(s) leaves NPA to join another financial institution, the advisor may retain copies of your personal information so that he or she can continue to serve you at the new firm. In doing so, your advisor may share your information with the new firm but is otherwise required to keep confidential the personal information obtained from you while the advisor was affiliated with NPA, and he or she may only use it to service your account(s).

Opting Out

If you live in an “opt-out” state and do not want your advisor to take your information with him or her should your advisor decide to leave NPA in the future, you have the right to opt out of such disclosure. If you wish to opt out, now or at any time in the future, please contact our Compliance department at (201) 476-0029 extension 3053.

Safeguarding Privacy

Nationwide Planning Associates, Inc. recognizes the need to prevent unauthorized access to the information we collect, including information held in electronic format. NPA authorizes access to your non-public personal information only to personnel who need that information to serve you or to conduct our operations. We maintain physical, electronic, procedural, and contractual safeguards regarding your non-public personal information to ensure that we comply with our own policy, industry practices, and federal and state regulations. All employees are trained in the proper handling of sensitive information. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Questions

You do not have to contact us to benefit from NPA’s privacy protections; they apply automatically to all of our customers and former customers. If you have any questions after reading this privacy policy, however, we encourage you to contact your registered representative or to write to Privacy Management, c/o Compliance Department, Nationwide Planning Associates, Inc., 115 West Century Road, Suite 360, Paramus, NJ 07652.

Customer Identification Verification

To help the government fight the funding of terrorism and money laundering activities, federal laws require that all financial institutions obtain, verify, and record information that identifies each person who opens an account. **What does this mean for you?** When you open an account, Nationwide Planning Associates, Inc. will ask for your name, address, date of birth, and a government-issued identification number that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. Your account may be restricted and/or closed if Nationwide Planning Associates, Inc. cannot verify this information. Nationwide Planning Associates, Inc. will not be responsible for any losses or damages (including, but not limited to, lost opportunities) resulting from any failure to provide this information, from any restriction placed upon your account, or from the closing of your account.

If you have a complaint relating to the account(s) you hold at Nationwide Planning Associates, Inc., it may be forwarded to:

Nationwide Planning Associates, Inc.
115 West Century, Suite 360
Paramus, NJ 07652
Attn: Compliance Department

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