

## **Disclosure Document to Clients**

### **Important Information**

By maintaining an account by or through INSIGNEO and continuing to transact business through and with us, you, our valued client ("Client"), agree to and acknowledge this important information about your account ("Account").

### **Personal Information**

INSIGNEO is subject to examination by various regulators and its books and records are subject to inspection and collection by these regulators as well as by law enforcement officials. Regulators and officials may, pursuant to treaty or other arrangements, disclose such information to officials or regulators of other countries, including those of the Client's country of residence.

INSIGNEO may disclose to regulators and officials information about Client and transactions in the Account without notice to Client. In addition, INSIGNEO may, in the context of a private dispute, be required by subpoena or other judicial process to disclose information or produce documentation related to the Client, the Account or other accounts at INSIGNEO. Client agrees and acknowledges that INSIGNEO reserves the right, in its sole discretion, to respond to subpoenas and judicial process as it deems appropriate.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When Client opens an account, INSIGNEO will ask for name(s), addresses, dates of birth and other information that will allow INSIGNEO to identify Client and others associated with the Account. INSIGNEO may also ask to see Client's driver's license(s) or other identifying documents, such as a passport or other unexpired government identification document and INSIGNEO may screen such name(s) against various databases to verify identity.

In the event that INSIGNEO is unable to verify identity, INSIGNEO shall have the right, at any time and without prior notice, to (i) sell any or all property in any of Client's accounts with INSIGNEO, whether carried individually or jointly with others, (ii) buy any or all property which may be held short in the Account, (iii) cancel any open orders and close any or all outstanding contracts, (iv) liquidate any of Client's Accounts with INSIGNEO or (v) distribute the assets in the Account to Client. INSIGNEO shall not be responsible for losses Client incurs if INSIGNEO sells Client's property or positions, nor for taxable consequences of liquidating assets and/or distributing them to Client.

### **Client Domicile/Residence**

Client acknowledges that the Account and/or one or more related services and features for which Client has applied may not be made available to Client in Client's domicile or country of residence or may for other reasons be unavailable to Client and that the features and services may be terminated at any time in INSIGNEO sole discretion.

INSIGNEO and its accounts, products and services may not be registered, licensed, reviewed or approved by any governmental, banking or securities regulator in Client's country of residence or domicile, if such is not required by applicable law. Client, if outside the U.S. or if otherwise deemed as international by INSIGNEO, acknowledges that by establishing the Account(s) with INSIGNEO and purchasing financial products or services through INSIGNEO Client will not be afforded certain rights or protections that may otherwise be available to Client under the securities, banking or other laws, rules or regulations of Client's country of residence or domicile, including without limitation local laws, if any, governing dispute resolution and compensation schemes.

### **Anti-Money Laundering**

INSIGNEO is firmly committed to compliance with all applicable laws, rules and regulations, including those related to combating money laundering. Client understands that Client must take all necessary steps to comply with the anti-money laundering laws, rules and regulations of Client's country of origin, country of residence and the situs of Client's transactions.

### **Restrictions on Trading**

Client understands that INSIGNEO may, in its sole discretion, with or without prior notice, prohibit or restrict trading of securities or substitution of securities in the Account and refuse to enter into any transactions with Client.

### **Electronic Transfer of Funds, Wires**

When giving INSIGNEO instructions to transfer funds electronically from the Account to any bank or other entity, Client agrees to provide INSIGNEO with an accurate name and account number designating the account to receive such funds. Client acknowledges that INSIGNEO may rely exclusively upon the name or account number provided by Client. Client agrees to indemnify and hold INSIGNEO harmless from and against any and all cost, expense, claims or liabilities arising from or related to the provision by Client of an inaccurate name or account number and in the event of a misapplication of those funds by the receiving entity will look only to the receiving entity for any liability arising from the

misapplication of funds.

Client acknowledges that third party wire and electronic transfer requests typically will not be honored. Such requests must be for transfers to accounts in the same name as Client. However, INSIGNEO and its clearing Firm may, in their sole discretion, accept requests for such third-party transfers.

### **Fees and Charges**

Client understands that INSIGNEO may impose various service charges and other fees relating to the Account as well as charge commissions and/or other fees and charges for execution of transactions to purchase and sell securities, options or other property, which amounts may include, but not be limited to, transaction fees; subscription fees for U.S. Government and Government agency issues; security transfer fees; insurance premiums, and other charges associated with the handling and transfer of securities, funds and assets. Client agrees to pay such charges, commissions and/or fees at INSIGNEO then prevailing rates. In addition, Client will be charged a maintenance fee for the Account and/or a minimum account fee if the account falls below a certain threshold. Client also understands that such charges, commissions and/or fees may be imposed or changed from time to time without notice to Client, unless required by rules or regulations, and Client agrees to be bound thereby. INSIGNEO charges an annual maintenance fee of \$375.00 which is assessed twice a year in arrears.

INSIGNEO allows Independent Registered Representatives associated with INSIGNEO the ability to charge Client an additional amount above the INSIGNEO \$375.00 annual maintenance fee, utilizing risk and other factors of their own choosing. Client may be subject to an account transfer fee if Client instructs INSIGNEO to transfer the Account. Client may obtain INSIGNEO then current fees and charges by contacting Client's registered representative or investment advisor.

### **FATCA; Tax; Exchange Control; Foreign Currency**

If Client's country of residence has requirements for and places obligations on Client with respect to (i) Client's opening and maintaining the Account(s) and obtaining financial products or services outside the Client's country of residence or domicile, including asset transfer, transaction reporting and filing requirements; (ii) the filing of tax information and payment of taxes (including without limitation withholdings, levies, imposts, duties, deductions, charges, stamp or documentary taxes, excise or property taxes); and (iii) other

foreign exchange or capital controls, Client understands that it is Client's sole responsibility to comply with all such requirements.

By establishing and maintaining the Account(s), Client acknowledges and agrees that Client (i) has complied with and will continue to comply with all foreign exchange or capital control obligations that apply to the Client (if any); (ii) has received any governmental or regulatory authorization needed to establish the Account(s) or for any transfer of assets to the Account; (iii) will disclose to relevant tax authorities all assets in the Account(s) as may be required by applicable law and will remain in compliance with all applicable tax laws and regulations including without limitation making and paying withholdings, levies, imposts, duties, deductions, charges, stamp or documentary taxes, excise or property taxes; and (iv) shall follow proper procedures under applicable law to enable Client to make any required withholdings and pay any applicable taxes.

Client acknowledges and agrees that IRS Forms W-8BEN, W-8BEN-E, W-8EXP, W-8IMY, and/or W-8ECI, as applicable, have been duly completed and executed by Client and the information contained therein is complete and accurate. Client agrees to notify INSIGNEO promptly in the event any information provided therein becomes inaccurate and to update or replace such form in accordance with its terms or subsequent amendments. Client represents and warrants that Client has obtained Client's own advice from legal and tax advisors knowledgeable about U.S. tax laws in connection with providing INSIGNEO with the information and documents contemplated under this Agreement.

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### **Introduced Accounts**

If the Account has been introduced to INSIGNEO by another brokerage or investment advisory firm, Client agrees that INSIGNEO is not responsible for the conduct of the introducing intermediary, including but not limited to, the suitability of any securities transaction recommended or solicited by that intermediary. For avoidance of doubt, if

your account is introduced to INSIGNEO by another intermediary, then addressing customer relationship issues, making determinations regarding the appropriateness of transactions or trading strategies or any other determinations that may be required by law with regard to Client's Account, supervision and review of all activity in the Account, and compliance with any supervisory responsibility under all applicable rules, regulations and laws rest with the intermediary you have chosen. Any investment advice you receive from the introducing broker or investment advisor remains the sole responsibility of such broker. INSIGNEO is authorized to accept from the introducing intermediary (whether it be a broker or an investment advisory firm), without further inquiry or investigation, (a) orders for the purchase or sale in the Account of such securities and other property on margin or otherwise, and (b) any other instructions from the introducing intermediary concerning the Account. In no event shall INSIGNEO be liable for any acts or omissions of any introducing intermediary or its agents, contractors or employees.

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