

## 1 CUSTOMER AGREEMENT

In consideration of Packerland Brokerage Services' ("Packerland") acceptance of one or more accounts of the customer (whether designated by name, number or otherwise) and Packerland agreeing to act as broker for the customer in the purchase or sale of securities:

1. All transactions under this agreement shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house. In addition, where the transactions are executed by you or your Registered Representatives, and where applicable, the following rules and regulations shall apply: the provisions of the Securities Exchange Act of 1934, and present and future acts, amendatory thereof and supplemental thereto, and the rules and regulations of the United States Securities and Exchange Commission, and the Board of Governors of the Federal Reserve System.

2. The customer(s) understand(s) and agree(s) that customer(s) are responsible for covering any and all debts that may occur in customer's account(s) (a "customer account debit balance").

Upon the purchase or sale of any security, if Packerland or its clearing broker is unable to settle the transaction by reason of customer's failure to make payment or deliver securities in good form, customer hereby authorizes Packerland to take the necessary steps to complete or cancel the transaction to minimize Packerland's loss.

In the event that customer becomes indebted to Packerland in the operation of customer's account(s), customer agrees to pay such indebtedness upon demand, including any indebtedness that arises out of the closing of the account. Customer further agrees that, if customer fails to pay the indebtedness after demand, Packerland may liquidate any assets in customer's account, or assets otherwise held by Packerland, in an amount sufficient to pay customer's indebtedness. Customer acknowledges and agrees that, at Packerland's sole discretion, customer's account(s) may not be closed without Packerland first receiving all funds due for all remaining debts.

Customer agrees to reimburse Packerland for any and all costs, losses or liabilities incurred by Packerland, including, but not limited to, transaction costs associated with any liquidation of assets and attorney's fees, with respect to customer's failure to cover any and all debts that may occur in customer's account(s).

3. Whenever any statute shall be enacted which shall affect in any manner or be inconsistent with any of the provisions hereof, or whenever any rule or regulation shall be prescribed or promulgated by FINRA, the United States Securities and Exchange Commission, and/or the Board of Governors of the Federal Reserve System which shall affect any manner or be inconsistent with any of the provisions hereof, the provisions of this agreement so affected shall be deemed modified or superseded, as the case may be, by such statute, rule or regulation, and all other provisions of the agreement and the provisions so modified or superseded, shall in respect continue and be in full force and effect.

4. 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 to writing and signed by an officer of your organization.

### 5. Packerland will not hold customer's cash and/or securities, but as agent will promptly transmit to proper clearing organizations or product sponsors:

- Certificates for securities sold;
- Payment for securities purchased; and/or
- Orders for purchase or sale of securities
- However, per FINRA rules, should Packerland reasonably believe that financial exploitation has occurred, is occurring, has been attempted or will be attempted, the Firm is able to place a temporary hold on the disbursement of funds or securities from a client(s) account.

Financial exploitation may include: (A) the wrongful or unauthorized taking, withholding, appropriation, or use of a specified adult's funds or securities; or (B) any act or omission taken by a person, including through the use of a power of attorney, guardianship, or any other authority, regarding a specified adult, to: (i) obtain control, through deception, intimidation or undue influence, over the specified adult's money, assets or property; or (ii) convert the specified adult's money, assets or property.

6. Packerland shall make available to inspection by any bona fide regular customer, upon request, the information relative to its financial condition as disclosed in its most recent balance sheet prepared either in accordance with such usual practice or as required by any state or federal securities laws, or any rule or regulation.
7. The customer(s) understand(s) and agree(s) that for our mutual protection Packerland Brokerage Services, Inc. may electronically record any of our telephone conversations.

### 8. This agreement contains a Pre-dispute Arbitration Clause:

- a. By signing an arbitration agreement, the parties agree as follows:
- i. All parties to this agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a 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 generally 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 form in which the claim is filed, and any amendments there to, shall be incorporated into this agreement.

**b. Arbitration agreement:** Unless void pursuant to the federal securities laws, any dispute, claim or controversy arising out of or relating to this account including any transaction, or the construction, performance or breach of any terms of this agreement or any other agreement between us entered into prior, and/or subsequent to the date hereof, shall be settled by arbitration in accordance with the rules of the Financial Industry Regulatory Authority ("FINRA"). 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:

the class certification is denied;

the class is decertified; or

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.

**9. E-SIGN Procedures and Electronic Authorizations:**

The Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") provides that the legal validity of a signature or contract cannot be denied solely because it is in electronic form. The law became effective with respect to matters regulated by the United States Securities and Exchange Commission ("SEC") on June 1, 2001.

- a. In connection with E-SIGN, Packerland has adopted procedures allowing electronic signature of certain documents to be used in lieu of original signatures. By providing Packerland with the customer's Electronic Mail ("E-Mail") address (and unless the customer has opted out), the customer has agreed to be a participant in the E-SIGN Program instituted by Packerland. Packerland has determined that it will use correspondence from an electronic mailbox designated by the Packerland customer as the determinative electronic signature. Packerland customers can opt out by checking the appropriate box in the Customer Account Form ("CAF") or opt in by indicating the address of his/her/their electronic mailbox in the CAF. Once opted in, the customer has agreed that any E-Mail received by Packerland from the electronic mailbox listed in the CAF will contain the customer's authorization (via electronic signature) of the described acts contained in the E-Mail.
- b. As a participant in the Packerland E-SIGN program, customer understands and agrees to the following:
  - i. The electronic mailbox ("E-Mail account") noted by the customer constitutes the authorization by the Packerland customer that all communications and requests for authorization will be sent to the customer, at the E-Mail account referenced above (the "Designated E-Mail"). Further, customer authorizes Packerland to use this Designated E-Mail to transmit electronic notification of account communications

(including amendments as set forth in Section 9) and to deliver any and all documents (pursuant to Section 9(b) (iii) below. Accordingly, any authorizations received by Packerland from the Designated E-Mail account shall constitute the E-SIGN authorization of the customer and shall be retained by Packerland in lieu of the original documents.

- ii. The Designated E-mail should be the private account of the Packerland customer in order to preserve the privacy of the material provided to the Packerland customer by E-mail. Notwithstanding the above, if the customer desires to use an E-Mail account which is shared with someone other than the customer, the customer understands and agrees to assume the following risks:
  - A. The Packerland customer assumes the risk that the authorizations contained in the designated e-mail are from the customer, even if it is sent by someone other than the customer.
  - B. Since all details regarding the account will be sent to the customer at the designated e-mail, the Packerland customer assumes the risk that sensitive account information may be seen by anyone with access to the designated e-mail
- iii. As a participant in E-SIGN, customer as provided informed consent and acknowledges and agrees to Packerland's electronic notification that the account communication are available online for retrieval (with a link to the URL for retrieval) or receiving electronic delivery via E-Mail of important documents and disclosures, including, but not limited to, regulatory disclosures, such as (but not limited to) Packerland's Customer Account Forms, Packerland's Privacy Notice, Packerland's Business Continuity Plan and, if applicable, Packerland's Form ADV, Part 2A. Customer agrees that the electronic delivery of the account communication is deemed accepted, regardless of whether a particular document is accessed or reviewed. All communications so sent, whether by mail, E-Mail, or otherwise customer will access the site to retrieve the documents and, as such, customer provides its informed consent that Packerland's delivery of the notice and a link will be in lieu of Packerland's obligation to deliver such document. Customer acknowledges and agrees that if customer is not able to access the site or desires to have a paper copy of such disclosures, customer shall call customer's representative and obtain a copy of the same from customer's representative or obtain a copy of the same by visiting the representative's office.

Packerland customer may choose to opt out of these E-SIGN procedures by withholding his/her/their E-Mail address on the Customer Account Form or by contacting Packerland's Compliance Department at 920-662-9500. For more information, or if you have any questions about electronic authorizations, you can contact us at 920-662-9500.

### 10. Amendments to Customer Agreement and Customer Information Brochure:

This Customer Information Brochure may be amended from time to time upon 30 days' notice (the "Notice Period") to the Packerland customer. If the Packerland customer objects to the terms of the amendment, the Packerland customer must notify Packerland of the objections at the address below:

Packerland Brokerage Services, Inc.  
Attn: Compliance Department  
432 Security Blvd. Green Bay, WI 54313  
Phone: 920-662-9500

Upon notice, Packerland's Compliance Department will discuss the options which would be available to any customer that decides not to accept the terms of the proposed amendment.

**If the customer does not provide notice of his/her/their objection within the notice period, the amendment to the terms will take thirty (30) days after the date of the notice.**

For more information, or if you have any questions about the amendment process, you can contact us Packerland at 920-662-9500.

### 11. Important Information about Procedures for Opening a New Account According to the U.S. Patriot Act:

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. What this means for you: when you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### 12. Complaints

For issues or complaints regarding your account, please contact:

Packerland Brokerage Services, Inc.  
Attn: Compliance Department  
432 Security Blvd. Green Bay, WI 54313  
Phone: 920-662-9500

### 13. Investor Education and Protection Program

Pursuant to FINRA Rule 2267, the following information is provided to you regarding the Public Disclosure Program. You may obtain the investor brochure describing the program by calling the hotline #1-800-289-9999 which is open from 8:00am to 8:00pm eastern time. You can also obtain information at the FINRA website address: [www.finra.org](http://www.finra.org).

### 14. SIPC Information

As required by FINRA Rule 2266, all customers may obtain information about SIPC, including the SIPC brochure, by contacting SIPC directly at (202)-371-8300 or on the SIPC website [www.sipc.org](http://www.sipc.org).

## 2 IMPORTANT DISCLOSURES

- 1. Adequate Information** - The customer agrees to furnish the Representative with all current information and any information of which the Representative may request in order to analyze his/her financial investment situation. All investment recommendations shall be made in accordance herewith. All information given to the Representative, and all recommendations and advice furnished to the customer(s) shall be regarded by each as confidential and such information will not be shared with other parties (see Privacy Policy).
- 2. Management Responsibility** - Packerland does not sponsor or manage investment or insurance products. The past performance of any investment does not guarantee future results and will depend upon results achieved by the fund managers, general partners, or insurance companies responsible for managing the investment. The objectives and risks of the investment(s) being applied for are outlined in the prospectus, investment company statement of understanding, brochures, and/or disclosures of each company. There can be no assurances that such objectives will be achieved. Share, unit, or contract value may go up or down. When shares or units are redeemed, they may be worth more or less than when acquired. Dividends or interest may also fluctuate and the amount is not guaranteed. For these reasons, it is generally recommended that securities investments be considered for longer time horizons.
- 3. Marketing Support** - Certain companies may pay Packerland compensation for marketing, access to Packerland Representatives, and for other purposes separate from and in addition to commission paid for the sale of their products as disclosed in prospectus, investment company statement of understanding, brochures, and/or disclosures of each company. This practice is further discussed on the Packerland website at <https://www.packerlandbrokerage.com/marketing-support>.
- 4. Tax Consulting** - Packerland does not provide tax advice. Per IRS rules, only one rollover is allowed per year. This restriction does not apply to a direct transfer of funds from one IRA trustee to another. I/we understand it is my/our responsibility to consult a tax professional for any and all tax advice as it relates to the investment(s) applied for and tax consequences of any applicable transfers/rollovers/exchanges.
- 5. Suitability** - Packerland reserves the right to reject any customer investment that may not be suitable based on the customer's financial situation, objectives, and risk tolerance as disclosed on this or any other information collected.

### 3 DEFINITIONS

Customer Account Form should include totals for a household when completed for husband/wife or other multiple customer in the same household. *(This is applicable to annual income, net worth, and liquid assets.)*

**Annual Income:**

Includes income from sources such as employment, alimony, social security, investment income, etc.

**Net Worth:**

The value of household assets minus household liabilities. For purpose of the application, assets include stock, 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.

**Liquid Net Worth:**

Household 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.

**General Investor Experience/Knowledge:**

- **Low** - No knowledge or a very limited knowledge of the difference between investment types (stocks, bonds, mutual funds, variable insurance products.)
- **Moderate** - Aware of different investment options and levels of risk.
- **High** - Thorough understanding of investment products and strategies.

**Liquidity Needs:**

The ability to quickly and easily convert to cash all or a portion of the investments in the account without experiencing significant loss in value from, for example, the lack of a ready market, or incurring significant costs or penalties.

**Annual Expenses:**

Might include mortgage payments, rent, long-term debts, utilities, alimony, or child support payments, etc.

**Special Expenses:**

Might include home purchase, remodeling a home, a car purchase, education, medical expenses, etc.

**Risk Tolerance:**

- **Conservative** - I want to preserve my initial principal in this account, with minimal risk, even if that means this account does not generate significant income or returns and may not keep pace with inflation.
- **Moderately Conservative** - I am willing to accept low risk to my initial principal, including low volatility, to seek a modest level of portfolio returns.
- **Moderate** - I am prepared to experience modest or average fluctuations in order for the potential to achieve a higher long-term return.
- **Moderately High** - I am willing to accept high risk to my initial principal, including high volatility, to seek high returns over time, and understand I could lose a substantial amount of the money invested.
- **High** - I want to maximize the potential for higher long-term returns and am comfortable with significant fluctuations. I have other resources or investments that allow me to risk loss of principal.

**Overall Investment Portfolio Objective:**

- **Preservation of Capital** - Seeks reasonable levels of income while maintaining capital stability
- **Income** - Seeks higher levels of income primarily through interest and dividends
- **Growth & Income** - Combination of the Growth and Income objectives
- **Growth** - Seeks long-term growth of capital primarily through equities with moderate to high levels of risk
- **Speculation** - Seeks growth of capital through aggressive investment with high levels of risk

**Investment Time Horizon:**

The expected period of time you plan to invest to achieve your financial goals.

### 4 PRODUCT TYPE DEFINITIONS

**Fixed Indexed Annuity:**

A type of annuity contract that yields returns on contributions based on a specified equity-based index.

**Fixed Rate Annuity:**

A type of annuity contract that allows for the accumulation of capital on a tax-deferred basis. In exchange for a lump sum of capital, a life insurance company credits the annuity account with a guaranteed fixed rate of interest while guaranteeing the principal investment.

**Interval Funds:**

An interval fund is a type of investment company that periodically offers to repurchase its shares from shareholders. That is, the fund periodically offers to buy back a stated portion of its shares from shareholders. Shareholders are not required to accept these offers and sell their shares back to the fund.

### **Mutual Funds:**

Mutual funds are made up of a pool of funds collected from many investors for the purpose of investing in securities such as stock, bonds, money market instruments, and similar assets. A mutual fund is operated by a money manager who invests the fund's capital to attempt to produce capital gains and income for the fund's investors. Structure and maintenance of a mutual fund's portfolio is matched to the investment objectives stated in its prospectus.

Mutual funds have various different share classes, each associated with different sales charges, 12b-1 fees and operating expense structures. In choosing a mutual fund's share class, time horizon should be considered, among other criteria. Mutual Funds may be offered in either "open ended" or "closed-ended" varieties. Mutual Funds are sold by prospectus and can be subject to sales charges in the form of front-end sales loads, annual expenses (12b-1 fees) or deferred sales charges imposed upon redemption. Mutual funds typically offer volume and aggregation discounts for purchasing positions in products sponsored by one fund family. Investors can also become eligible for discounts by submitting letters of intent and agreeing to purchase a specified amount sponsored by one fund family over time.

### **Unit Investment Trust (UIT):**

A unit investment trust is an investment company that offers a fixed, unmanaged portfolio, generally of stocks and bonds, as redeemable "units" to investors for a specific period of time. UITs are designed to provide capital appreciation and/or dividend income. A UIT may be either a regulated investment corporation (corporation in which the investors are joint owners) or grantor trust (grants investors proportional ownership in the UIT's underlying securities).

UITs are sold by prospectus and usually carry front-end sales charges. UITs generally offer discounts on sales charges including volume discounts for larger or aggregated purchases, and "roll discounts" for using proceeds from one UIT and rolling them into another UIT within a specified period of time.

### **Third-Party Money Manager:**

Third-party management, also known as active management, is professional management of an investment, such as a mutual fund or a variable annuity, with the goal of outperforming the market by producing better returns than those of passively managed index funds.

### **Stocks/Exchange Traded Funds (ETFs), Exchange Traded Notes (ETN's), Warrants, and Options:**

These actively traded products are subject to sales charges in the form of ticket charges and commissions. These amounts may vary, but will increase the cost of a purchase, and reduce the proceeds of a sale. I/we understand the impact of trading costs on my investments.

### **Bonds, and Certificates of Deposit (CDs):**

Fixed income products are also subject to sales charges in the form of ticket charges and transactional fees. I/we acknowledge and understand the various features of any fixed income investments, including the impact that sales charges can have on the yield generated over time.

### **Brokerage Accounts:**

A brokerage account is an arrangement between an investor and a licensed brokerage firm that allows the investor to deposit funds with the firm and place investment orders through the brokerage which then carries out the transactions on the investor's behalf. The investor is the owner of the assets contained in the brokerage account. Brokerage accounts allow customer to invest in stocks, exchange traded funds (ETFs), bonds, UITs, mutual funds, and options. Brokerage accounts can be setup on margin, which allows the customer to invest with borrowed cash or stock (short selling). Money market accounts are provided for idle cash and may allow check writing, on-demand ACH, and check card privileges.

### **College Savings Plans:**

There are a few different types of college savings plans, including Coverdell Education Savings Accounts and 529 Plans. Coverdell Education Savings Accounts (ESAs) allows families to increase investment earnings through tax-deferral as long as the funds are used for educational purposes. Plans are open to children 18 and younger.

Contributions are made with after-tax money and are allowed up to \$2000 per student, per year.

529 Plans are a tax-advantaged method of saving for future college expenses that is authorized by Section 529 of the Internal Revenue Code. The plan allows a customer to establish a college savings account for a beneficiary and use the money to pay for tuition, room and board, mandatory fees, and required books and computers. Money contributed to a 529 Plan can be invested in stock or bond mutual funds or in money market funds, and the earnings are not subject to federal tax as long as the money is used only for qualified college expenses. Plans are open to both adults and children. Each state has their own 529 Plan with unique features. An individual may open a 529 Plan in any state but should consult with a qualified tax advisor on state tax benefits or other benefits of a home state plan versus an out of state plan.

### **Business Development Corporation (BDC):**

BDCs primarily invest in debt investments of non-public companies (however, they have the flexibility to invest up and down the capital structure). BDCs must invest 70% of their assets in "eligible portfolio companies," which are small, speculative U.S. companies that are not publicly traded. As an investment company regulated under the Investment Company Act of 1940 (the "1940 Act"), a BDC is subject to substantive regulation akin to a mutual fund, but with some more flexibility in certain areas, such as with leverage and performance fees, and generally will have an investment adviser that is required to be registered as an investment adviser with the Securities and Exchange Commission (the "SEC").

## 4 PRODUCT TYPE DEFINITIONS (continued)

### **Real Estate Investment Trust (REIT):**

REITs generally invest in real properties or interests in real estate. REITs often employ investment advisers; however REITs are not subject to regulation under the 1940 Act and, as a result, their investment advisers generally have not been required to register with the SEC.

### **Variable Annuity:**

A variable annuity is an insurance contract in which, at the end of the accumulation state, the insurance company guarantees a minimum payment. The remaining income payments can vary depending on the performance of the managed portfolio. The portfolio generally invests in equity securities, and its performance determines the amount of this total payment.

### **Variable Life:**

Variable life insurance provides payment to a beneficiary upon the death of the policy holder. Variable life is generally the most expensive type of cash-value insurance because it allows you to allocate a portion of the premium dollars to a separate account comprised of various instruments and investment funds within the insurance company's portfolio such as stocks, bonds, equity funds, money market funds, and bond funds. Due to the investment risks, variable life policies are considered securities contracts, are regulated under the federal securities laws, and therefore must be sold with a prospectus.

## 5 PRIVACY POLICY

### **To Our Customers:**

At Packerland we are committed to protecting your privacy and the confidentiality of your personal and financial information. The measures we take to keep your personal information private and secure are outlined below.

### **How We Protect Confidentiality:**

Packerland uses procedural, physical, and electronic system safeguards to store and secure information about you in compliance with federal standards. Our systems protect your information from unauthorized access, alteration, and destruction. Access is permitted only to those individuals within our organization who need the information to perform their job responsibilities. When we enter into agreements with other companies to provide services available to you, we include a confidentiality clause. Under such an agreement, these companies may receive information about you, but they may only use it for the intended purpose, which is to benefit you.

### **Persons Covered by the Privacy Policy:**

The Packerland Privacy Policy applies to anyone who is a current or former Packerland customer, including customers of our correspondent clearing firm. We provide you with a copy of this policy when you open an account, and we send you annual notifications thereafter. If we change our policy regarding the sharing of information, we will notify you in advance and give you the opportunity to "opt out" of such disclosure.

### **How We Obtain Information About You:**

In the normal course of business, we collect, retain and use information about you to serve your financial needs, administer your account(s) and inform you of products and services that may be of interest. This data, known as non-public personal information, may be collected from several sources, including: Packerland's Customer Account Form, applications and other forms you file with us, product vendors as a result of your transactions with us, our affiliates, and non-affiliated third parties such as consumer reporting agencies or medical providers. Because we strive to provide you with the best possible service, the accuracy and completeness of your personal information is important to us. We ask that you review your information regularly to ensure that it is correct. Please contact your Registered Representative or Packerland directly if you need to correct or update your personal information.

### **Sharing Information - With Whom and Why:**

Packerland does not sell your personal information to anyone. We restrict the types of information we share and the types of entities with whom we share it. The primary reason for sharing information about you is to increase your convenience in transacting business with us and to give you more financial services choices.

Should your Registered Representative change within our firm, your information may be shared with the new Representative. Also, if your Registered Representative leaves our firm, your personal information may be retained by him/her for the purpose of continuing to service your account(s).

If you wish to opt-out of having your Representative take your personal information upon leaving Packerland, please send written request to:

### **Packerland Brokerage Services, Inc.**

Attn: Compliance Department  
432 Security Blvd.  
Green Bay, WI 54313

We do not disclose your personal information to non-affiliated third parties unless it is necessary for the purpose of processing your transactions or servicing your account(s). Examples may include retirement plan sponsors, third party administrators, mutual fund companies, insurance companies and agencies, other broker dealers and clearing firms, and the company that prints and mails your account statement.

We may disclose or report personal information in limited circumstances when we believe in good faith that disclosure is required or permitted under law. For example, we may provide information in cooperation with securities regulators or law enforcement authorities, to resolve consumer disputes, to perform credit evaluations, or to authenticate checks.

## 5 PRIVACY POLICY (continued)

### **Medical or Health Information:**

While we might receive medical or health information from you at the time of application for various types of insurance, we do not use or share it - internally or externally - for any purpose other than what is directly related to the administration of your policy, account, or claim, as required or permitted by law, or as you authorize us to do so.

### **Option to Opt Out and Change Notices:**

If for any reason at any time in the future we find it necessary to disclose any of your personal information in a way that is inconsistent with this policy, we will give you advanced notice of the proposed change and the opportunity to opt out of such disclosure.

### **Questions:**

For more information, or if you have any questions about the Privacy Policy, you can contact Packerland at 920-662-9500.

## 6 BUSINESS CONTINUITY PLAN DISCLOSURE

Packerland has developed a Business Continuity Plan (BCP) 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. Our firm does not have custody of any customer funds or securities; therefore, this plan includes instructions for accessing customer funds or securities where investments are held.

**Contacting Us** – If, after a significant business disruption, you cannot contact us as you usually do at 920-662-9500 or [info@pbshq.com](mailto:info@pbshq.com), you should go to our website for additional information at [www.packerlandbrokerage.com](http://www.packerlandbrokerage.com) or call our alternative number 920-915-8727. If you cannot access us through either of those means, please do the following:

- For brokerage accounts: contact our clearing firm, Hilltop Securities, at 866-SWS-5bc (866-797-5227), or go to <http://www.hilltopsecurities.com/hilltop-securities-inc-disclosures/business-continuity-plan/> for details on their various BCP response scenarios.
- For directly held mutual funds or variable contracts: customers should contact the investment or insurance company which holds custody of their investments. The number is listed directly on the account statement.

**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 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 firm, Hilltop Securities, backs up our important records in a geographically separate area. While every emergency 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 1 day. 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 as-needed and expect to recover and resume business within 24 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 48 hours. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you through our web site [www.packerlandbrokerage.com](http://www.packerlandbrokerage.com) or our customer emergency number, 920-915-8727, on how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customers prompt access to their funds and securities.

For more information, or if you have questions about our business continuity planning, you can contact Packerland at 920-662-9500.