

## PRIVACY POLICY AND DISCLOSURES

### Privacy Policy

We recognize that your personal or account information is important to you. Syndicated Capital has developed the following privacy standards regarding this information:

Syndicated Capital does not sell your personal information.

Syndicated Capital may use third party service providers for its internal purposes. Any third party service providers that Syndicated Capital may use will be bound by obligations of confidentiality not to disclose the information provided by Syndicated Capital about its customers and may not use this information for any purpose other than performing the particular service.

The firm gathers information as required by FINRA and SEC Rules such as contact information, financial status and objectives, investment experience, and employment information. All of this information is shared with the clearing firms only, if applicable. The firm applies the same policies and procedures for former customers as it does for existing customers.

We use the e-mail address you provide to us to send account information and other important administrative information to you.

If any information changes with the account, please notify the compliance department in writing.

### Disclosing information in other situations

Under certain circumstances, we may be required by law to disclose your personal information. Syndicated Capital may also disclose personal information to protect its legal rights or to enforce our Customer Agreement. We may disclose certain Customer Information to credit bureaus and similar organizations, and otherwise when permitted by law. For example, this may include:

- A disclosure in connection with a subpoena or similar legal process;
- A fraud investigation;
- Recording of deeds of trust and mortgages in public records;
- An audit or examination;
- The sale of your account to another financial institution.

### Information Security

We are committed to preventing others from authorizing access to your customer information, and we maintain procedures and technology designed for this purpose. We take several steps to protect the customer information we have about you, including the following:

- We maintain physical, electronic and procedural safeguards to protect your information;
- We restrict access to information about you to those employees or registered representatives who need to know that information to provide you with the best possible products and services;
- We require outside companies and independent contractors to whom we provide customer information for marketing, servicing or processing purposes to enter into a confidentiality agreement that restricts the use of such information to be used for specific purposes as intended, and prohibits the independent use of such information;
- We update and test our technology on a regular basis in order to improve the protection of customer information;
- We have internal procedures that limit access to customer information to only those members who are considered "authorized" personnel.

If you have any questions about your personal or account information or about Syndicated Capital privacy policies and practices, please feel free to contact the compliance department at 310 255 4490.

### **Money Laundering**

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. For you, this means:

- 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.

For any further information regarding these disclosures, please feel free to contact us.

### **Payment for Order Flow**

Pursuant to SEC Rule 11Ac1-3, we are required to inform you on an annual basis as to whether or not (I) Syndicated Capital, Inc. is engaged in any Payment for Order Flow arrangements, and (II) whether Syndicated Capital has a policy with respect thereto. Although Syndicated Capital has no policy against engaging in Payment for Order Flow arrangements, Syndicated Capital is currently not engaged in any Payment for Order Flow arrangements. All of the firm's orders are routed to Pershing for execution. For more information regarding Pershing's payment for order flow practices and quality of execution, please visit our website at [www.syndicatedcapital.com](http://www.syndicatedcapital.com).

For your information, Payment for Order Flow is defined by the SEC as "any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer, national securities exchange, registered securities association, or exchange member in return for the routing of customer orders by such broker or dealer to any broker or dealer, national securities exchange, registered securities association, or exchange member for execution, including but not limited to: research, clearance, custody, products or services, reciprocal agreements for the provision of order flow; adjustments of a broker or dealer's unfavorable trading errors; offers to participate as underwriter in public offerings; stock loans or shared interest accrued thereon; discounts, rebates, or any other reductions of or credits against any fee to, or expense or other financial obligation of, the broker or dealer routing a customer order that exceeds the fee, expense or financial obligation."

### **FINRA Public Disclosure Information**

The Board of Governors of the **National Association of Securities Dealers**, Inc. has adopted a public disclosure policy that provides certain types of disciplinary information on FINRA Member Firms and their Associated Persons in response to written inquiries via the FINRA regulation's web site address ([www.finra.org](http://www.finra.org)) or telephone inquiries via FINRA Regulation's toll-free telephone listing (1-800-289-9999). The FINRA Public Disclosure Policy gives you access to information that may help you determine whether to conduct business with a FINRA Member Firm or with its Associated Persons and for other uses consistent with the FINRA Public Disclosure Policy. A brochure describing the Public Disclosure Program is available to you upon request by contacting the FINRA.

### **Business Continuity Plan**

Please visit our website ([www.syndicatedcapital.com](http://www.syndicatedcapital.com)) for additional information.

### **Customer Identification Program Notice**

Important Information You Need to Know About Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account.

This Notice answers some questions about your Syndicated Capital's Customer Identification Program.

When you open an account, Syndicated Capital is required to collect information such as the following from you:

- Date of Birth
- Address
- Identification number:  
U.S. Citizen: taxpayer identification number (social security number or employer identification number)

Non-U. S. Citizen: taxpayer identification number, passport number, and country of residence, alien identification card number, or government-issued identification showing nationality, residence, and a photograph of you.

You may also need to show your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement, or a trust agreement.

U. S. Department of the Treasury, Securities and Exchange Commission, FINRA, and New York Stock Exchange rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives, and risk tolerance.

If you elect not provide the information requested or your identity cannot be verified, Syndicated Capital may not be able to open an account or carry out transactions for you. If Syndicated Capital has already opened an account for you, we may have to close it.

#### **Arbitration Disclosures**

THIS AGREEMENT CONTAINS A PREDISPUTE 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 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 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 SOME ARBITRATION FORUMS 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, ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

#### **Arbitration Agreement**

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE NEW YORK STOCK EXCHANGE, INC., ANY OTHER NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO THE CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE), OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTIONS TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE 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; (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.

SIPC (Securities Investor Protection Corporation), please visit [www.sipc.org](http://www.sipc.org) for additional information.

<b>Deposit</b>	Checks	Payable to Pershing LLC (remember to include your brokerage account number.)
	Fed Fund Wire	Bank Name Bank of New York

ABA		021000018
Beneficiary		Pershing LLC
Beneficiary A/C		890-051238-5
Ultimate Beneficiary		Your Name or Title of the Brokerage Account
Ultimate Beneficiary A/C		Your Brokerage Account Number

**Deposit Mailing Address**

East Coast	Pershing LLC	1 Pershing Plaza, Jersey City, NJ 07399
West Coast	Pershing LLC	777 South Figueroa Street, Suite 1310, Los Angeles, CA 90017

**Contact Information**

Syndicated Capital, Inc.	1299 Ocean Avenue, Suite 210, Santa Monica, CA 90401 (T) 310 255 4490 (F) 310 434 0100
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Service Team	<a href="mailto:serviceteam@syndicatedcapital.com">serviceteam@syndicatedcapital.com</a>
Compliance Department	<a href="mailto:compliance@syndicatedcapital.com">compliance@syndicatedcapital.com</a>