



## TERMS & CONDITIONS

1. Owner and Joint Owner (Customer) is/are of Legal Age in the state in which the customer resides and is authorized to enter into this agreement. This agreement will be governed by the laws of the state of Minnesota.

2. Customer appoints EFS Advisors as agent for the purpose of carrying out his/her directions with respect to the purchase and sale of securities in accordance with the terms and conditions of this agreement. EFS Advisors will not act as a Registered Investment Advisor for this account with respect to the purchase or sale of securities Customer may make. We acknowledge our status as fiduciaries for your account(s). All transactions will be done by order of Customer or his/her authorized representative.

3. Customer understands that EFS Advisors has entered into agreements with several life insurance and investment companies which issue securities and maintain accounts directly with investors. The type of account opened will be determined at the discretion of EFS Advisors authorized representative.

4. This agreement and its provisions shall be continuous and shall inure to the benefit of EFS Advisors and any successor organization or assigns and shall be binding upon Customer and/or the estate executors, administrators and assigns of Customer.

5. EFS Advisors is authorized, at its discretion, should the Customer die or for other reasons deemed necessary for our protection without notice, to cancel any outstanding orders in order to close out Customer account or to close out any commitment(s) made on behalf of the Customer.

6. Customer authorizes any law enforcement agency, public or private institution, information service bureau, or other entity contacted by EFS Advisors to furnish information sufficient to confirm Customer's identity as required by Federal Law. This information is confidential and will not be used for any other purpose. Customer hereby releases all persons, agents and agencies, and entities providing Customer identification information from any and all liability arising out of the request for or release of Customer's personal identifying information.

7. EFS Advisors shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market ruling, extreme trading volumes or other conditions beyond EFS Advisors control.

8. Customer agrees not to buy or sell any securities of a corporation of which he is an affiliate or sell any restricted securities except in compliance with applicable laws and regulations. Customer shall notify EFS Advisors if any of the securities traded or deposited into the account are restricted.

9. No one except the Customer has an interest in the account being established unless such interest is revealed in the title of the account.

10. **Tax Bracket** – The rate at which an individual or couple is taxed.

11. **Risk Tolerance** – What's your comfort zone? No matter how much money you need to meet your goals or how much time you have until retirement. It's important to find a level of investment risk you can tolerate. If it doesn't bother you that your savings could vary as much as 10% or 20% over a short time, then investment options with higher risks and higher potential returns might be right for you. If market fluctuations keep you awake at night, you may want to opt for investment options that offer more stable, reliable returns. **Levels of Risk** - *Conservative* - You're not comfortable with risk or don't need to be aggressive with your money. The predictable rates of return in fixed - income investments - bond funds, money market accounts and fixed accounts - make sense for you. *Moderate* - You seek to balance potential risk with increased income potential. A moderate portfolio will hold balanced mix of most asset classes. *Moderate Aggressive* - You're somewhat cautious but in search of higher returns. Stocks, particularly large, blue-chip domestic stocks, should play a big role in your portfolio. *Aggressive* - You're looking for the highest possible return in spite of short-term risks. Most of your portfolio should be in stocks, with a high percentage in small cap and international stocks. If you're ready to map out your investments strategy, consider talking to one of our financial representatives. They'll take your goals, time line and risk tolerance into consideration and help you structure a portfolio that fits your needs.

12. **Investment Objective** - *Income* - Current income emphasized over capital growth. *Growth* - Capital growth emphasized over current income. *Tax Shelter* - Any technique that allows one to legally reduce or avoid tax liabilities. *Preservation of Capital* - A conservative investment strategy characterized by a desire to avoid risk of loss.

13. **Holding Period** – the amount of time intended to elapse prior to utilizing the invested funds.

14. **Investment Experience** – prior experience establishing investment practice(s).

15 If this is a joint account, unless Customer notifies EFS Advisors otherwise and provides such documentation as required, the account shall be held jointly with rights of survivorship payable to either or the survivor. 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 the Agreement. EFS Advisors shall be fully protected in acting but shall not be required to act upon instructions of either joint tenant. Each joint tenant shall be liable, jointly and individually, for any amounts due to EFS Advisors pursuant to this Agreement, whether incurred by either joint tenant.

16 Customer agrees to pay any applicable fees and charges on the fee schedule received by the Customer. EFS Advisors reserves the right to change (if any) the fee schedule from time to time.

17 All communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the Customer, whether actually received of not. Customer understands and agrees that for the mutual protection of all parties, EFS Advisors may electronically record any telephone conversations.

18 **PREDISPUTE ARBITRATION AGREEMENT** A) Controversies between EFS Advisors and Customer arising out of EFS Advisors business or this agreement, may be submitted to arbitration conducted under the then applicable provisions of the code of arbitration procedure of FINRA, arbitration must be commenced within the applicable statute of limitations. Arbitration must be commenced by service upon the other party of a written demand for arbitration or written notice of intention to arbitrate. B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited. C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings. D) The arbitrators do not have to explain the reason(s) for their award. E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. F) 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. G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

### **Important Information about Opening a New Account**

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

### **Important information about Business Continuity**

EFS Advisors has developed and maintains a business continuity plan, including redundant data centers and alternate processing facilities, to address interruptions to our normal course of business. These plans are reviewed annually and updated as necessary.

Our plans outline the actions we will take in the event of a building, city-wide, or regional incident, including relocating technology and operational personnel to pre-assigned alternate facilities. Technology data processing can also be switched to an alternate data center. In the event of an internal or external significant business disruption, our recovery time objective for business resumption, including those involving a relocation of personnel or technology is 48 hours. EFS Advisors is an introducing broker/dealer and does not maintain custody of customer's funds or securities.

For more information please visit [www.efsadvisors.com](http://www.efsadvisors.com)