

# NORTHLAND SECURITIES

## PRIVACY POLICY

The following information describes how Northland Securities, Inc. handles your personal information, and the policies and practices we have in place to protect your privacy.

Northland Securities, Inc. collects nonpublic personal information about you to help us serve your financial needs, provide customer service, offer new products or services, and fulfill legal and regulatory requirements. This may include information we receive from you on account applications and other related forms (such as name, address, social security number, income and assets), and information about your transactions with us (such as purchases, account balances and account activity).

Northland Securities, Inc. restricts access to your personal and account information to those employees who need to know that information in order to provide products or services to you. Our procedures require employees who do have access to customer information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information.

In the course of conducting business, we may disclose some or all of the previously described information about you within our Company and to non-affiliated third parties, as allowed by law, in order to:

- Provide customer service or account maintenance;
- Respond to a subpoena, to prevent fraud, or to comply with an inquiry by a government agency or regulator; and
- Perform services for us or on our behalf to develop or maintain our electronic systems.

In connection with the uses described above, we may, depending on the nature of your relationship with us, transfer some or all of your personal information to nonaffiliated third parties. These nonaffiliated third parties may be financial service providers (such as our clearing firm and insurance and annuity companies), non-financial companies (such as consumer reporting agencies or technology companies) or others (such as professional services organizations or other service providers).

Among other things, these non affiliated third parties (a) help us carry out and finalize transactions; (b) mail account statements and other information for us; (c) help us verify information, including identity; (d) provide us with consulting, accounting, legal and other services; (e) help us develop, operate and maintain our services and systems; and (f) where permitted and appropriate, perform marketing services for us or participate in joint marketing with us. These nonaffiliated third parties are required to protect the confidentiality and security of this information and to use it only in accordance with our instructions for the purposes agreed.

In connection with the uses described above, we may, depending on the nature of your relationship with us, transfer some or all of your personal information to and among any Northland Capital Holdings, Inc. subsidiary, such as Northland Networks, Inc., an affiliated company specializing in loan participation programs and mortgage originations. We will do this only with your prior consent (or "opt in"). If you consent (or opt in) to such disclosure, the information shared will be limited to that stated in our request for your consent. Account balance, credit, Social Security number, and trading activity information are never disclosed.

We do not share your personal information with outside entities for marketing purposes. This information is not sold to other companies for inclusion on mailing lists, or for any other unsolicited purpose. Nor do we collect personally identifiable information on our website. We do not provide tracking information to any entity nor do we pay a third party provider for consumer tracking information.

If at any time you decide to close your account(s), we will adhere to the privacy policies and practices as described in this notice.

We hope that this privacy information has been useful to you, and we want you to know that we will continue to protect your personal and financial information. We value your business and we are committed to earning and keeping your trust. Thank you for giving us that opportunity.

## BUSINESS CONTINUITY PLAN

Northland Securities, Inc. has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions are unpredictable, we will have to be flexible in responding to actual events as they occur.

**Contacting Us** – In the event of a significant business disruption you may continue to contact us as you usually do at (612) 851-5900 or 1-800-851-2920 or go to our web site at [www.northlandsecurities.com](http://www.northlandsecurities.com). If you cannot access us through either of those means, you should contact our clearing firm, Pershing LLC, at (201) 413-3635 or via Pershing's email address at [www.pershing.com](mailto:www.pershing.com) for instructions on how it may provide prompt access to funds and securities, enter orders and process other trade-related, cash, and security transfer transactions for you.

**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 backs up our important records in a geographically separate area. While every emergency situation 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 a 4-hour time period. 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 when needed and expect to recover and resume business within a reasonable period. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and expect to recover and resume business within a reasonable time period. In either situation, we plan to continue in business, and notify you through our web site at [www.northlandsecurities.com](http://www.northlandsecurities.com) or our customer number at (612) 851-5900 or 1-800-851-2920. If the significant business disruption is so severe that it prevents us from remaining in business, we will direct you to our clearing firm for access to your funds and securities and provide detailed information and guidance through our website and telephone numbers listed above.

**For more information** – If you have questions you can contact us at 612-851-5900 or [www.northlandsecurities.com](http://www.northlandsecurities.com).

## ACCOUNT AGREEMENT

This agreement (the "Agreement") sets forth the terms and conditions under which Northland Securities, Inc. (Northland) and its subsidiaries, affiliates, agents and its and their successors and assigns will transact business with you including, but not limited to, the execution of transactions and the maintenance of your account. As used herein, "you" and "your" refer to all owners and others who are legally obligated on this account including, but not limited to your estate, executors, administrators, and your assigns. Your signature on the Signature Page will constitute your acceptance of and agreement to these terms and conditions.

### 1. SERVICES AND FEES

Northland will act as broker for the purpose of buying and selling securities that you have authorized. All orders for the purchase or sale of securities that you authorize shall be processed and/or executed with the understanding that an actual purchase or sale is intended and it is your intention and obligation in every case to pay for any purchase or deliver certificates to cover all sales on or before settlement date, whether or not you are in receipt of a trade confirmation. You agree that any security sold will be in good

deliverable form. You agree to pay the applicable commissions, fees and charges that may apply at the time services are rendered to your account.

### 2. ACCOUNT APPROVAL AND MAINTENANCE

This Agreement will be effective only upon our approval of your Account Application. It is the policy of Northland to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities as outlined in the USA PATRIOT Act. Federal Law requires financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account. To help the government fight this type of activity, we will ask for your name, address, date of birth, state or government issued identification number and any other information that will allow us to identify you. Your Account Application authorizes Northland to verify your credit worthiness. Northland may obtain credit reports, contact financial institutions and make any other inquiries we feel necessary. Northland may also provide negative account information and unsecured debit balances to consumer/credit reporting agencies. Northland may reject an application or close an account for any reason.

In maintaining and/or executing instructions for any account, we may require additional documentation and reserve the right to restrict trading, disbursements, transfers or to take no action in an account. This shall apply to any disputes or conflicting instructions between account holders. Northland reserves the right at any time to amend, change, revise, add or modify the terms and conditions set forth in the Agreement. By maintaining the account, you agree to be bound by such amendments, changes, modifications, revision or additions to these terms and conditions regardless of whether or not you have actually read them. Northland shall not be bound by any oral statements or written amendments/modifications by the customer that seek to amend the terms and conditions set forth in this Agreement.

### 3. ACCURACY AND NOTIFICATION

The information you supply on the application form is warranted to be accurate and you agree to notify us in writing of any substantial changes in that information. You also agree to notify us in writing if you are or become; a) employed or affiliated with a securities firm, a stock exchange or FINRA; b) an officer, director, or 10% shareholder of a publicly-traded company. You warrant that only the account holders have an interest in the account and that they have all reached the age of majority.

### 4. REVIEW OF CONFIRMS AND STATEMENTS

You agree to review each trade confirmation and account statement upon receipt. If any trade confirmation is found to be in error, you agree to notify Northland's compliance department in writing within five (5) days of receipt of the erroneous confirm. If any account statement is found to be in error, you agree to notify Northland's compliance department in writing within ten (10) days of receipt of the erroneous statement. Unless you provide such written notification in a timely manner, you agree that all transactions and positions reflected in your confirms and statements are authorized and correct. You also agree to notify Northland's compliance department in writing of any activities in your account that you believe to be improper.

### 5. FAILURE TO PAY OR DELIVER

In the event you do not, on or before the settlement date, pay in full for any security purchased for the account, or deliver any security sold for such account, Northland is 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 our clearing agent may hold for you (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 our possession and control for delivery a like amount of similar securities.

(B) To sell any or all securities which our clearing agent may hold for the you (either individually or jointly with others), to buy in any or all securities required to make delivery for your account, or to cancel any or all outstanding orders or commitments for your account. You are responsible for commissions and all costs, including reasonable attorney fees and losses arising from these actions. Any profits realized from covering short positions and/or liquidations will be retained by Northland.

### 6. RIGHT TO OFFSET

Northland reserves the right to subject all assets held in any account, now or in the future, in which you have a financial interest to a general lien for discharge of any indebtedness you have to us. These securities or monies may be held, sold or confiscated for payment of any liability you have with us. If Northland chooses to secure your indebtedness in one of your accounts, you agree that Northland may refuse to liquidate, transfer or conduct transactions in all accounts until the indebtedness to Northland is paid. Northland will not be responsible for losses or diminished value as a result of freezing any of your accounts.

### 7. CANCELLATION PROVISIONS

Northland is authorized, in its discretion, for any reason whatever it deems necessary for our protection, without notice, to cancel any outstanding orders in order to close the account, in whole or in part, or to close out any commitment made on behalf of the account.

### 8. ADDRESS

Communications will be sent to the mailing address you specify on your Account Application, or at such other address you may hereafter give Northland in writing. All communications sent, whether by mail, telegraph, messenger, or otherwise, are considered delivered to you personally, whether actually received or not. You agree to inform us in writing promptly of any changes in your address, or if you fail to receive a trade confirmation or account statement that you expected to receive.

### 9. JOINT TENANTS / TENANTS IN COMMON

If this account is held as Joint Tenants With Rights of Survivorship ("JTWRWS"), then each account owner is deemed to own 100% of the account. If this account is held as Tenants in Common ("TIC"), then each account owner is deemed to own an equal share of the account, unless the account owners specify a different sharing arrangement in writing. Under either a JTWRWS or TIC account, each account owner, acting individually and without notice to the other owner(s), shall have authority to take all actions on behalf of the account. Northland is entitled to rely upon the instructions received from any individual owner, and is not required to make further inquiry into that owner's authority. If Northland receives conflicting instructions from two or more account owners, Northland may, in its sole discretion (i) follow either set of instructions; (ii) require specific oral or written authorization from some or all of the owners; (iii) send all account assets to the address listed on the account; (iv) commence legal proceedings to determine the proper

course; or (v) take such other action deemed appropriate. Under either a JTWRWS or TIC account, all account owners are jointly and severally liable for all debts and obligations incurred in the account or through this Agreement. Northland may therefore seek connection of all debts from just one owner, or from all the owners at Northland's sole discretion. If an account owner dies, the surviving owner(s) agree to provide a certified copy of the death certificate at the earliest practical opportunity, and provide any other documentation Northland may reasonably require.

### 10. REGULATIONS AND GOVERNING LAW

All transactions are subject to the rules, regulations, and customs of the exchange or market (and its clearing house) where the transactions are executed. This Agreement is deemed to have been made in the State of Minnesota, and shall be construed and governed by the laws of the State of Minnesota.

### 11. EXTRAORDINARY EVENTS

Northland shall not be liable for losses incurred directly or indirectly by: war, terrorism, natural disasters, acts of God, government restrictions, exchange or market rulings, strikes, communications/power failure, equipment/software malfunction or other conditions beyond our control.

### 12. RECORDING CONVERSATIONS

You understand and agree that for our mutual protection, Northland may electronically record any of our telephone conversations.

### 13. MISCELLANEOUS PROVISIONS

This Agreement is the complete statement of your agreement with Northland. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force. If Northland does not insist on strict compliance with certain terms of the Account Agreement it is not considered a waiver of our rights under this Agreement.

### 14. RELEASE OF NAME

In accordance with the provisions of Rule 14(b)-1(c) of the Securities and Exchange Act of 1934, Northland and/or its clearing firm may release your name, address, and security positions on request to companies whose securities you hold, unless we receive your written objection.

### 15. ARBITRATION DISCLOSURES

This agreement contains a predispute arbitration clause IN PARAGRAPH 16. 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 MAY 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 THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

### 16. ARBITRATION AGREEMENT

You understand and agree that all past, present, or future controversies that may arise between you and Northland, relating in any manner to this Agreement, your Northland account(s), transactions through Northland, or that otherwise relate to your business relationship with Northland, including but not limited to claims of fraud in the inducement of this contract, shall be submitted to binding arbitration pursuant to the Federal Arbitration Act. Such arbitration will be conducted before the Financial Industry Regulatory Authority ("FINRA") in accordance with the FINRA Code of Arbitration Procedure, or if FINRA refuses to accept jurisdiction, before the American Arbitration Association ("AAA") under the AAA's Securities Arbitration Rules. The award of the arbitrator(s), or a majority of them, shall be final and binding, and judgment upon such award may be entered in any court of competent jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated a putative class action in court; 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 action 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.

### 17. PAYMENT FOR ORDER FLOW

Northland does not receive compensation for directing order flow in equity securities.

### 18. SECURITIES INVESTOR PROTECTION CORPORATION (SIPC) INFORMATION

Information regarding SIPC, including a SIPC brochure, may be obtained by contacting SIPC via its website at [www.sipc.org](http://www.sipc.org) or by telephone at (202) 371-8300.

### 19. FINANCIAL INDUSTRY REGULATORY AUTHORITY™ (FINRA™) PUBLIC DISCLOSURE

An investor brochure that includes information describing the public disclosure program may be obtained from FINRA via its website at [www.finra.org](http://www.finra.org) or by telephone at (800) 289-9999.

