

## **Instructions**

- One CAI must be submitted for each account type.

  Third Party Trading Authorization Form (TFA00295) is required if any client(s) listed on this form is giving trading authorization to another individual.

  It is required that you provide a copy of TFA's Privacy Policy Statement, Arbitration Agreement and Revenue Sharing Disclosure Statement to the client(s) (on the back of, or attached to, the CAI).

Section	Section Title	Instructions	
1	New or Update	<ul> <li>Indicate if this is a new account or an update to an existing account.</li> <li>Indicate Pershing office range or account number if known.</li> </ul>	
2	Account Type	Check the box that applies to the type of account. If a Corporate account, you must specify whether the corporation is a S or C Corp and the state of incorporation (or the country of incorporation if a non-U.S. corporation).	
3	Account Title	<ul> <li>Enter complete title (e.g., Joint: John and Mary Smith JTWROS or Custodial: Joe Smith C/F Minor Smith UTMA/FL) and mailing address if differs from physical street address below (e.g., P.O. Box if applicable).</li> <li>Enter SSN or Tax ID of account and indicate if it's associated with a person or entity.</li> </ul>	
4 & 5	Client Information	<ul> <li>Enter the Social Security Number (SSN) or Tax ID and DOB of the client.</li> <li>Enter name and check appropriate gender. (Please include middle initial of the client's name for CIP purposes).</li> <li>Complete Country of Citizenship field (TFA00432 is required if Non-U.S. Citizen).</li> <li>Physical street address. Do not use P.O. Box or Mail Drop Box.</li> <li>Note: If a current physical street address is unavailable, a business street address, an Army Post Office or Fleet Post Office Box # is acceptable.</li> <li>Specify client's occupation or other status, employer name, work phone and address.</li> <li>Note: If self-employed, you must specify the type of business in occupation field. If sales-related, you must indicate the type of sales (e.g., car sales). If insurance-related, you must indicate the type of insurance (e.g., car, home, life, etc.).</li> <li>Enter net worth (excluding primary residence) and gross annual income. Indicate if amounts are based on joint net worth and income of Client 1 and Client 2. If a corporation, trust or partnership, please enter under Estimated Value.</li> <li>Check the client's tax bracket and indicate if joint. Marginal tax rate is the rate that applies to the last dollar of income earned by a client and is different from the client's effective tax rate.</li> <li>Investment Experience: Indicate the client's total number of years of investment experience for each category. If the client does not have any experience, be sure to write in "0" (zero).</li> <li>Current Value for Liquid Investments could be stocks &amp; bonds, REIT's, mutual funds, cash value insurance products, etc. Include any item that might provide insight as to the customer's financial situation.</li> <li>Liquidity needs refer to the client's need for available liquid assets. The options range from "High" which denotes an increased need for liquid assets, to "Low" which denotes a minimal need for available liquid assets.</li> </ul>	
6	Account Information	Select appropriate response for each category. Definitions can be found on page 4.	
7	Investment Strategies	Select appropriate response if an investment strategy was recommended. If "yes" you must select a strategy option. If Other is selected, please write-in the strategy that was recommended. Definitions can be found on page 4.	
8	Source of Funds	Initial Source of Funds: Indicate source of funds (e.g., income from earnings; inheritance; etc.)	
9	Brokerage Account Instructions	Complete the appropriate sections to indicate appropriate action of:  Sales Proceeds  Cost Basis - Definitions of Tax Lot Disposition Methods can be found on page 5.  Online Account Access and Electronic Delivery of statements, confirms and tax information via tfa.transamerica.com/client	
10	USA PATRIOT Act Information	Answer USA PATRIOT Act questions regarding the type of account. Definitions are on page 4.	
11	Broker Dealer and Public Company Affiliations	You must check "Yes", if the account is being established for any of the following: A Registered Representative (e.g., TFA Representative), employee of TFA, relative of a representative or of a TFA employee, affiliate of any FINRA firm, member of a Stock Exchange and Controlled by a RR of TFA. Please indicate if any client listed on the form is a 10%+ shareholder or policy-making executive officer of a publicly traded company. If Yes, please indicate the name of the firm and position.	
12	Taxpayer Certification	If client is an exempt payee, write the words "Exempt Payee" in the W-9 U.S. TAXPAYER NUMBER CERTIFICATION section. Please visit www.irs.gov if you have questions on how to complete the W9 Section of our application.	
13	Client Acknowledgement	The client must sign and date acknowledgement. The Rep must sign, print name, 3 digit Pershing numbe (GSR#) (only needed when establishing a Pershing Brokerage account), TFA 5 digit Rep#, confirm representa tive is licensed in state of client and date of application. Emergency contact information is not required but i recommended. Principal signature on this form is not required if principal approves electronically.	

# CAI - Customer Account Information

1 🗆	New	□ Update	•			ge Account? 🗖 Yes 🗖		
<u> </u>	Community Pro	operty 🗆 529 🗅 SEP	SIMPLE 2	103b □ Roth purposes: □ S	IRA □ Tra	☐ Tenants in Common ditional IRA ☐ Educatio orp] (indicate state of incorp ent Club	onal IRA 🚨 Qualifie	ed Plan
3 Ac	count Title:							
	-	(if different from Physica Entity SSN/Tax ID a	ıl Address) ıt Account Level			City	State Z	IP
	IENT 1 (Primar N/Tax ID:	y or Minor)		male 🔟		( <b>Joint, Custodian, POA</b> ) D:		. Male 🗆 Female 🗅
Со	untry of Citizer	Middle Initial Last Namnshiped if Non-U.S. Citizen)	e)		Country o	st Name Middle Initial La f Citizenship ? required if Non-U.S. Citiz		
Ph	ysical Street A	ddress (Cannot be P.O. E	Box or Mail Drop Bo	x)		Street Address (Cannot be here if the Physical Street		
Cit	y Home Phon		State ZI  Maiden Name	P	City		State	ZIP
Em		e				ne Phone	Maiden Na	
☐ If r	Retired 🖵 U etired, enter p	Inemployed 🖵 Homen revious employer and oc	naker 🗖 Student		Occupation Retired	on:	Homemaker □ St	udent
	iployer Name: iployer Addres	s:				Name:		
		arried Number of Depe			. ,	Address:		
		lefinition):				☐ Married Number of a (See definition):		
		ome:(Corporation, Trust, etc.)				nual Income:		
Ma	arginal Tax Bra	acket:			Marginal	Value (Corporation, Trust  Tax Bracket:  Same a  e:  15.1%-3	as Client 1	
_	-				Investme St Va	e: u 0-15% u 15.1%  nt Experience (years): En cocks/Bonds/Mutual Fund ariable Life ariable Annuities	nter "0" if none	







Primary Registrant or Minor SSN/Tax ID: _			Brokerage Account Number:	
	Current Value Liquid Investments			Current Value Liquid Investments
Stocks & Bonds	\$	JT 🗆	Stocks & Bonds	\$
Mutual Funds	\$	JT 🗆	Mutual Funds	\$
Insurance (Cash Value)	\$	JT 🗆	Insurance (Cash Value)	\$
Annuities	\$	JT 🗆	Annuities	\$
Cash/MMkts/CDs	\$	JT 🗆	Cash/MMkts/CDs	\$
Other:	\$	JT 🗆	Other:	\$
Other:	\$	JT 🗆	Other:	\$
Other:	\$	JT 🗆	Other:	\$
Other:	\$	JT 🗆	Other:	\$
Total Liquid Net Worth (See Definition)	\$		Total Liquid Net Worth (See Definition)	\$
Liquidity Needs: (check one)			Liquidity Needs: (check one)	
☐ High (Client has an increased need for avai			☐ High (Client has an increased need for available of the control	
☐ Medium (Client has a moderate need for av☐ Low (Client has a minimal need for available)	·		☐ Medium (Client has a moderate need for av☐ Low (Client has a minimal need for availabl	•
6 Investment Objective (Check one): ☐ Growth ☐ Income ☐ Growth & Income	Risk Tolerance (C     Low     Low-Moderate     Moderate     Moderate-High     High		Time Horizon (Check one) □ Short Term (1-3 years) □ Intermediate (3-7 years) □ Long Term (7+ years)	
7 Investment Strategies				
Registration		Product Ty	<b>ype:</b> $\square$ VA $\square$ MF $\square$ Brokerage $\square$ Other_	
Was an investment strategy recommende			lease select a strategy below.)	
☐ Investment Advisory Services ☐ Asset☐ Buy and Hold☐ ☐ Dollar	Allocation -Cost Averaging		Other:	
	-cost Averaging		outer.	
Investment Strategies				
Registration			ype: □ VA □ MF □ Brokerage □ Other_	
Was an investment strategy recommende  ☐ Investment Advisory Services ☐ Asset			lease select a strategy below.) Other:	
-	-Cost Averaging		Other:	
Investment Strategies	3 3			
-		Duaduat T	una. D.VA D.ME D.Brakaraga D.Othar	
Registration Was an investment strategy recommende			<b>ype:</b> □ VA □ MF □ Brokerage □ Other_ lease select a strategy below.)	
☐ Investment Advisory Services ☐ Asset			Other:	
☐ Buy and Hold ☐ Dollar	-Cost Averaging		Other:	
8 Initial Source of Funds (Check one): ☐ Inco ☐ Retirement (Pension, IRA, etc.) ☐ Rollov ☐ Other:	er from Qualified Plan	☐ Spouse	Proceeds □ Gift □ Sale of Business □ Inhe Parent □ Lottery/Gaming □ Insurance Pro	



# **CAI - Customer Account Information**

## For TFA Brokerage Accounts carried by Pershing LLC ONLY<sup>1</sup>

	Primary Registrant or Minor SSN/Tax ID:	Brokerage Account Number:
9	Brokerage Account Instructions (Check one for each category) Sale Proceeds:  ☐ Sweep to Money Market Fund or FDIC Bank Program²	
	Federated Capital Reserves Money Market Fund (FCR) - Retail o Pershing/Federated Government Account (PGR) - Qualified acco	nly unts only
	□ FDIC – Reich & Tang □ Other, please specify	
	□ Hold in Account	
	☐ Check to Client (A Distribution Form is required for IRA or Qualified Ac Dividends, Interest, Income:	counts)
	☐ Sweep to Money Market Fund or FDIC Bank Program <sup>2</sup>	
	Federated Capital Reserves Money Market Fund (FCR) - Ret	ail only
	<ul> <li>□ Pershing/Federated Government Account (PGR) - Qualified a</li> <li>□ FDIC - Reich &amp; Tang</li> </ul>	accounts only
	Other, please specify	
	☐ Hold in Account	4.0
	□ Check to Client (A Distribution Form is required for IRA or Qualifie Default Tax Lot Disposition Method for Mutual Funds (at account level) <sup>3</sup> :	a Accounts)
	<ul><li>□ First In, First Out (FIFO)</li><li>□ Average Cost (using FIFO)</li><li>□ Low Cost</li><li>□ Low Cost Long Term</li><li>□ Low Cost Short Term</li></ul>	
	Default Tax Lot Disposition Method for all Other Securities (at account logarity in First In, First Out (FIFO) □ Last In, First Out (LIFO) □ Hig □ Low Cost □ Low Cost Long Term □ Low Cost Short Term	h Cost □ High Cost Long Term □ High Cost Short Term
	Default Tax Lot Disposition Method for Stocks in Pershing's Dividend Re	
	☐ First In, First Out (FIFO) ☐ Average Cost (using FIFO) ☐ Last In, I☐ Low Cost ☐ Low Cost Long Term ☐ Low Cost Short Term	First Out (LIFO) 👊 High Cost 👊 High Cost Long Term 👊 High Cost Short Term
	Bond Elections  Floation 1 Pond Promium Americation (toy free hands must be a	martizad)
	Election 1 - Bond Premium Amortization (tax free bonds must be a Yes/IRS Default: Amortize.	mortizeu)
	☐ No/Alternative: Do not amortize.	IF YOU DO NOT CHOOSE BOND ELECTIONS,
	Election 2 - Market Discount Accrual Method	THE NOTED IRS DEFAULTS WILL BE SELECTED.
	☐ Ratable/Alternative ☐ Constant Yield/IRS Default	
	Election 3 - Include Market Discount as Income	
	□ <b>No/IRS Default</b> : Don't include market discount as income.	
	□ Yes/Alternative: Include market discount in income.	45 4
	NetExchange Account Access and E-Delivery Set up (access through ward New Access ☐ Electronic Delivery of Trade Confirmations, Statem	
	□ NetXInvestor – Full Account Access	ionis and onen volineations only
	Trade Confirmations and Account Stateme	nts
	<ul> <li>Client Notifications (client letters generate</li> </ul>	
		our-digit Pin required):
	<ul><li>Prospectus Delivery (when available)</li><li>Link to Existing Access. Please provide User ID or Account #</li></ul>	*
	☐ Link to Existing Access. Please provide oser ID of Account #	
	I authorize my account to be enrolled in online account access and electr	onic delivery of brokerage account communications as indicated above. You elect electronic delivery of the items authorized above. If you elect to receive and write this number in the space provided above.
	Email Address:	Mother's maiden name:
	User's 1st ID Preference4:	User's 2 <sup>nd</sup> ID Preference <sup>4</sup> :
	*If Account or Existing User ID provided is associated with another client $\ensuremath{^{\bullet}}$	or social security number, associated client must sign below to authorize.
	Signature:	
	<b>Password will be set as follows:</b> First two initials of the primary owner's An email confirmation will be auto-generated confirming your access to	the email address provided.
	<sup>1</sup> This page is applicable to TFA Brokerage Accounts carried by Pershing	J LLC ONLY.

- <sup>2</sup> If left blank the default is a money market fund. Federated Capital Reserves Fund (FCR) for retail accounts and Pershing Government Account (PGR) for IRAs and Qualified Plans.
- <sup>3</sup> If a disposition method is not chosen by you, the federally mandated default method of FIFO (using average cost) for Mutual Funds and FIFO for all Other Securities will be applied on the account. Please consult with a CPA or tax advisor.
- <sup>4</sup> Please choose a User ID 4-10 characters in length. Please provide two potential User IDs, in case your first choice is taken.





	Transamerica Financial Group Division			
	Primary Registrant or Minor SSN/Tax ID:		Brokerage Acc	ount Number:
10	USA PATRIOT Act Information: Is this a private banking account as defined under the Is this an account for a foreign bank as defined under the Are you or anyone with an interest in this account eith immediate family member of such an official? If "Yes", identify the official, office held and country:	the USA PATRIOT A er: (1) a senior milit □ Yes □ No	Act? (see page 4)	
11	Broker Dealer and Public Company Affiliations:  Are you or any member of your immediate family affiliated Authority (FINRA)?    Yes    No    If "Yes", what is processing of your request.  Is any client on this form a Senior Officer, Director, or 1    If "Yes", what firm(s) and position?	s the organization a ain and attach the co 0% + shareholder o	and relationship? ompliance officer's of a public comp	eletter of approval. Failure to include an approval letter will delay
12	W-9 U.S. Tax Payer Number Certification (This section	is not to be used b	y non-resident a	liens and foreign entities):
	single member owner  Other (Qualified Plan such as: profit sharing plan, mone)  Taxpayer Certification  Under penalties of perjury, I certify that:  1. The number shown on this form in section 4, unless Identification Number (or I am waiting for a number 2. I am not subject to backup withholding because (a) Revenue Service (IRS) that I am subject to backup wontified me that I am no longer subject to backup wont	C Corporation  C=C corporation, S= not check LLC; che ey purchase plan, 40 s otherwise specifie r to be issued to me I am exempt from withholding as a res	S Corporation S corporation, P= ck the appropria (3(b) (7) plan, individed in section 3, is (5); backup withhold	Partnership Trust/estate Partnership to box in the line above for the tax classification of the ridual k)  Trust/estate  Partnership Trust/estate  Trust/est
	all interest and dividends on your tax return. For mortgage tions to an individual retirement arrangement (IRA), and gebut you must provide your correct TIN. If you are an exercite payee code (if any) here:	by the IRS that you a ge interest paid, acq enerally, payments o empt payee (if you a e, ask us for a compl rson if you are: t alien, n created or organi	are currently subjuisition or aband ther than interest tre unsure, ask us ete set of IRS inst	ect to backup withholding because you have failed to report comment of secured property, cancellation of debt, contribuand dividends, you are not required to sign the certification, for a complete set of IRS instructions), enter your exempt ructions), enter your exemption from FATCA reporting code
13	and with the agreements/disclosures set forth on the ba GRAM (CIP), TFA'S PRIVACY POLICY STATEMENT, BUS CONTAINS A PREDISPUTE ARBITRATION CLAUSE WHI	ick (or attached), IN SINESS CONTINUIT CH APPEARS ON P CEIVED. Furthermore	ICLUDING, BUT Y PLAN (BCP), A <b>AGE 3, PARAGRA</b> e, I understand a	d agree with, all the information set forth above and below, NOT LIMITED TO, TFA'S CUSTOMER IDENTIFICATION PRO-IND REVENUE SHARING DISCLOSURE. THIS AGREEMENT IN OF THIS AGREEMENT, WHICH BY SIGNING BELOW IN INCLUDE THE ACCOMPANIED HER TRANSACTIONS WHICH ARE ACCOMPANIED TO THE ACCOMPANIED HER TRANSACTION IS APPROPRIATE AND IN GOOD ORDER.
Cli	ent 1/ Primary Signature (Owner, Custodian, Trustee)		Date	Emergency Contact Name
Cli	ent 2/ Joint Signature (Co-Owner/Co-Trustee)		Date	Emergency Contact Phone No.
Re	egistered Representative(s) Signature		Date	Representative Licensed in State of Client
Re	presentative(s) Name (Print)	3-Digit GSR#	TFA Rep#	initials
Pri	incipal's Signature	Principal's Rep	) #	Date



# **Terms, Conditions and Definitions**

## **ARBITRATION DISCLOSURES**

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. 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.
- 4. 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 THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.
- 8. 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 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.

IN CONSIDERATION OF OPENING ONE OR MORE ACCOUNTS FOR THE UNDERSIGNED, THE UNDERSIGNED AGREE(S) THAT ANY CONTROVERSY BETWEEN US ARISING OUT OF OR RELATING TO MY (OUR) ACCOUNT, TRANSACTIONS WITH OR FOR ME (US), OR THIS AGREEMENT OR THE BREACH THEREOF SHALL BE SETTLED BY ARIBITRATION IN ACCORDANCE WITH THE RULES, THEN ESTABLISHED, OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA). NOTHING IN THIS AGREEMENT SHALL LIMIT OR CONTRADICT THE RULES OF ANY SELF-REGULATORY ORGANIZATION NOR LIMIT THE ABILITY OF AN ARBITRATION PANEL TO MAKE ANY AWARD.

## **Customer Identification Program (CIP) Notice**

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 use third party sources to verify and/or update the information provided and may also request to see your driver's license or other identifying documents.

### **Net Worth Definition**

Total assets not including primary home, home furnishings, and automobiles minus total liabilities excluding mortgage and auto debt.

## **Liquid Net Worth Definition**

An investor's liquid net worth is defined as that portion of net worth (total assets not including primary home, home furnishings, and automobiles minus total liabilities excluding mortgage and auto debt) that is comprised of cash, cash equivalents, and readily marketable securities. When determining liquid net worth, clients must consider that certain securities, retirement accounts (i.e. IRAs), retirement plans (i.e. 401(k) s), and other similar holdings (collectively "assets") may be subject to withdrawal fees and/or tax penalties. While clients may consider these assets as a portion of their liquid net worth, clients must deduct from liquid net worth any surrender charges and/or tax penalties they would incur upon withdrawal.

#### **USA PATRIOT Act Definitions**

A private banking account is defined as an account that is established or maintained for the benefit of one or more non-U.S. Persons, requires a minimum aggregate deposit of funds or other assets of not less than \$1,000,000, and is assigned to a bank employee who is a liaison between the financial organization and the non-U.S. Person. Significantly, if an account otherwise satisfies the definition of a private banking account, as described above, but the institution does not require a minimum balance of \$1,000,000, then the account does not qualify as a private banking account under this rule. However, the account is subject to the internal controls and risk-based due diligence included in the institution's general anti-money laundering program.

A foreign bank is defined as an organization that is organized under the laws of a foreign country, engages in the business of banking, is recognized as a bank by the bank supervisory or monetary authority of the country of its principal operations, and receives deposits in the regular course of its business.

## **Securities Investor Protection Corporation (SIPC)**

Transamerica Financial Advisors, Inc. is a member of SIPC. To receive a brochure containing information on SIPC, call 202-371-8300 or go to www.sipc.org.

## **Third Party Trading Authorization**

Form (TFA00295) is required if any client(s) listed on this form is giving trading authorization to another individual.

## **Telephone Contact Authorization**

I authorize Transamerica Financial Advisors, Inc. and registered representatives acting on behalf of Transamerica Financial Advisors, Inc., to call me at the telephone number(s) I have provided on this form. I understand that at any time, I may ask to be placed on Transamerica Financial Advisors, Inc.'s "Do Not Call" list.



## **Terms, Conditions and Definitions**

# Definitions (for Objectives, Risk Tolerance, Time Horizon and Investment Strategies)

## **Investment Objective:**

#### Growth:

Investment portfolio primarily focused on capital appreciation with little emphasis on income through dividends and interest.

#### Income

Investment portfolio focused on the continued receipt and steady stream of income through dividends and interest with little emphasis on capital appreciation.

### **Growth and Income:**

Investment portfolio that seeks both capital appreciation as well as dividend and interest income.

#### Risk Tolerance:

Your Risk Tolerance can either be described as Low, Low-Moderate, Moderate, Moderate-High, or High.

#### Time Horizon:

Short Term: 1 to 3 Years Intermediate: 3 to 7 Years Long Term: 7+ Years

## **Investment Advisory Services:**

Involves the recommendation to utilize any investment advisory service. This can include but is not limited to the recommendation to use a third party money manager, fee based planning, etc.

## **Asset Allocation:**

Balances risk and reward by diversifying a portfolio's assets according to an individual's goals, risk tolerance and investment horizon.

#### Buy and Hold:

The process of purchasing a security with the intent to hold it for a long period of time, regardless of market fluctuations, short-term price movements and technical indicators.

## **Dollar Cost Averaging:**

The process of purchasing a fixed dollar amount of a specific investment on a reoccurring schedule, regardless of the price per share. In a fluctuating market, more shares are purchased when the price is low, and fewer shares are purchased when the price is high. Over time, this will result in a decrease in the average cost per share.

## **Fees**

The undersigned agrees to pay certain account fees (see fee schedule) for services received from TFA. Account fees will be charged directly to the account and are subject to change. TFA, in its sole discretion, may determine which account assets will be liquidated to cover any outstanding indebtedness or any other obligation the undersigned may have to TFA. TFA reserves the right to close an account for inactivity or other reasons.

## **Definitions For Cash And/Or Joint Account Agreement**

For purposes of the Cash Account Agreement and Joint Account Agreement below, and on the next page, the terms "the undersigned" refer to the account owner(s) and the terms "you" or "your" refer to Transamerica Financial Advisors, Inc. ("TFA").

## **Concerns or Complaints**

If you have any concerns or complaints regarding your account, please call TFA's Compliance Department at 1-727-557-2080 or write to: Transamerica Financial Advisors, Inc.,

Attn: Compliance Department,

P.O. Box 9053

Clearwater, FL 33758-9053

## **Tax Lot Disposition Methods**

First In, First Out: the tax lot(s) with the earliest trade date(s) will be disposed, sold, transferred or exchanged first based on the order of their acquisition

Last In, First Out: the tax lot(s) with the latest trade date(s) will be disposed, sold, transferred or exchanged first based on the order of their acquisition

Average Cost Using First In, First Out: this option is available ONLY for mutual fund shares and covered stocks in Pershing's dividend reinvestment plans, and it reflects the average cost per share, considering all tax lots of a security, even those no longer held by the investor.-upon disposition of mutual fund shares, the average cost per share is used to calculate gain or loss and although the calculation of gain or loss is based on an average cost, the tax lots are disposed of on a FIFO basis.

**High Cost:** the tax lot(s) with the highest unit cost are disposed of first, whether the tax lot(s) are short-term or long-term for capital gain tax purposes

**High Cost Long-Term:** the tax lot(s) that have the highest unit cost, and produce a long-term capital gain or loss, are disposed of first - If no long-term shares are identified, or if an inadequate number of long-term shares are identified, then the short-term shares with the highest unit cost will be disposed of

**High Cost Short-Term:** the tax lot(s) that have the highest unit cost, and produce a short-term capital gain or loss, are disposed of first - If no short-term shares are identified, or if an inadequate number of short-term shares are identified, then the long-term shares with the highest unit cost will be disposed of

Low Cost: the tax lots with the lowest unit cost are disposed of first, whether the tax lots are short-term or long-term for capital gain tax purposes

Low Cost Long-Term: the tax lots with the lowest unit cost, and produce a long-term gain or loss, are disposed of first - If no long-term shares are identified, or if an inadequate number of long-term shares are identified, then the short-term shares with the lowest unit cost will be disposed of

**Low Cost Short-Term:** the tax lot(s) with the lowest unit cost, and produce a short-term capital gain or loss, are disposed of first If no short-term shares are identified, or if an inadequate number of short-term shares are identified, then the long-term shares with the lowest unit cost will be disposed of

Minimize Short Term Gains: (take losses first and gains last). The tax lots are disposed in the following order: Short term lots sold at a loss, from highest cost to lowest cost; long term lots sold at a loss, from highest cost to lowest cost; short term lots sold at no gain or loss; long term lots sold at no gain or loss; long term lots sold at no gain, from highest to lowest cost; short term lots sold at a gain, from highest cost to lowest cost).

**Bond Elections:** Bonds contain provisions that allow investors to elect to amortize the premium or accrete the discount when calculating and reporting cost basis for federal income tax purposes.

Please consult a tax advisor before selecting a tax lot disposition method. Transamerica Financial Advisors, Inc. (TFA) or Pershing LLC may not provide tax advice, and accordingly, you are solely responsible for the tax effect of any selected method including the default method, and change from or to a new method, for federal, state, local and foreign tax purposes. Please contact your representative to change a selection. Transamerica Financial Inc, (TFA) and Pershing LLC reserves the right to introduce new tax lot disposition methods at any time or to make any change in the offered tax lot disposition methods that is required by applicable law or regulations, without prior notice. Pershing's application of the tax lot disposition methods to all account trades and transactions shall control in all instances.

NOTE: Data provided by outside vendors may not be the actual data that is reported to the IRS, Pershing LLC will be reporting the data that is maintained at Pershing LLC.



# **Cash Account Agreement**

## 1. Provisions in the Event of Failure to Pay or Deliver

The undersigned will pay promptly and in full for any security purchased and promptly deliver any security sold for this account. Whenever the undersigned does not, on or before the settlement date, pay in full for any security purchased for the account of the undersigned, or deliver any security sold for such account, you are authorized (subject to the provisions of any applicable statute, rule or regulation)

- until payment or delivery is made in full, to pledge, repledge, hypothecate or rehypothecate, without notice, any or all securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in your possession and control for delivery a like amount of similar securities, and/or
- to sell any or all securities which you may hold for the undersigned (either individually or jointly with others), or to buy in any or all securities required to make delivery for the account of the undersigned, or to cancel any or all outstanding orders or commitments for the account of the undersigned, and/or
- to charge the undersigned for any reasonable direct and indirect costs of collection, including attorney's fees, court costs and other expenses.

## 2. Cancellation Provision

You are authorized, in your discretion, should the undersigned die or should you for any reason whatever deem it necessary for your protection, without notice, to cancel any outstanding orders in order to close out the accounts of the undersigned, in whole or in part, or to close out any commitment made on behalf of the undersigned.

#### 3. General Provisions

Any sale, purchase or cancellation authorized hereby may be according to your judgement and at your discretion on the exchange or other market where such business is then usually transacted, or at public auction, or at private sale without advertising the same

and without any notice, prior tender, demand or call; and you may purchase the whole or any part of such securities free from any rights or redemption, be considered a waiver of any provisions of this agreement. With my (our) signature on this document, I (we) agree, that my (our) sweep option may be changed, including changes between money market funds and bank deposit products, with prior notification to me (us).

### 4. Jurisdiction

This agreement and its enforcement shall be governed by the laws of the state of New York and it's provisions shall be continuous. This agreement shall inure to the benefit of your present organization, and any successor organization or assigns, and shall be binding upon the undersigned, and/or the estate executors, administrators and assigns of the undersigned.

### 5. Age

The undersigned, if an individual represents that he has the legal capacity to enter into this agreement. Interest In Account - No one except the undersigned has an interest in any of its accounts with you unless such interest is revealed in the title of such account and in any case the undersigned has the interest indicated in such title.

#### 6. Orders and Statements

Reports of the execution of orders and statements of the accounts of the undersigned shall be conclusive if not objected to in writing, the former within two days, and the latter within ten days, after forwarding by you to the undersigned by mail or otherwise.

#### 7. Address

Communications may be sent to the undersigned at the current address of the undersigned which is on file at your office, or at such other address as the undersigned may hereafter give you in writing. All communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the undersigned personally, whether actually received or not.

## **Joint Account Agreement**

In consideration of your accepting and carrying for the undersigned on a joint account introduced to you by undersigned's broker, the undersigned jointly and severally agree that each of them shall have authority on behalf of the joint account to buy, sell (including short sales) and otherwise deal in, through you as brokers, stocks, bonds and other securities and commodities, on margin or otherwise; to receive on behalf of the joint account demands, notices, confirmations, reports, statements of account and communications of every kind: to receive on behalf of the joint account money, securities and property of every kind and dispose of same; to make on behalf of the joint account agreements relating to any of the foregoing matters and to terminate or modify the same or waive any of the provisions thereof; and generally to deal with you on behalf of the joint account as fully and completely as if he alone were interested in said account, all without notice to the other or others interested in said account.

You are authorized to follow the instructions of any of the undersigned in every respect concerning the said joint account with you and to make deliveries to any of the undersigned, or upon his instructions, of any or all securities in said joint account, and to make payments to any of the undersigned or upon his order, of any or all monies at any time or from time to time in the said joint account as he may order and direct, even if such deliveries and/or payments shall be made to him personally, and not for the joint account of the undersigned.

In the event of any such deliveries of securities or payments of monies to any of the undersigned as aforesaid, you shall be under no duty or obligation to inquire into the purpose or propriety of any such demand for delivery of securities or payment of monies and you shall not be bound to see to the application or disposition of the said securities and/or monies so delivered or paid to any of the undersigned or upon his order.

The authority hereby conferred shall remain in force until written notice of the revocation addressed to you is delivered at your main office. The liability of the undersigned with respect to said account shall be joint and several. The undersigned further agree jointly and severally that all property you may at any time be holding or carrying for any one or more of the undersigned shall be subject to a lien in your favor for the discharge of the obligations of the joint account to you. Such lien to be in addition to and not in substitution of the rights and remedies you otherwise would have. It is further agreed that in the event of the death of either or any of the undersigned, the survivor or survivors shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such proceeding, require such paper and inheritance or estate tax waiver, retain such portion of and/ or restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise.

The estate of any of the undersigned who shall have died shall be liable and each survivor shall continue liable jointly and severally, to you for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by you of the written notice of the death of the decedent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties.

The undersigned further jointly and severally agree that TFA reserves the right, in TFA's sole discretion, to require all joint account owners to authorize certain transactions.



# **Business Continuity Plan (BCP)**

This letter provides a summary of the plan Transamerica Financial Advisors, Inc. has in place to continue operations and serve your needs should an unexpected disruption of our business occur. Business Continuity Planning is a process which identifies critical business systems and processes enabling us to plan how we respond to events which interfere with our ability to conduct normal business operations. Our Business Continuity Plan ("Plan") is intended to identify what preparations must be made in advance of a disruption, as well as the steps to be taken when an event actually occurs. The Plan is reviewed periodically to determine which business processes are most critical and what resources - people, equipment, records, computer systems and office facilities - are required for operation. The Plan covers TFA's most critical operating areas, such as Order Desk, Registered Representative Support, Information Technology, Mail Facility, and other functions vital to supporting your business. We then consider various events which could disrupt those processes and how we would respond to each type of event. The Plan is reviewed, updated and tested annually or when significant changes in our operations occur. The information below lists the types of events we consider and summarizes our planned response to each.

## 1. Critical System or Technology Disruption

We have designed our critical information systems to withstand minor disruptions, such as equipment failure, through the use of redundant equipment, telecommunications facilities and backup electrical power. We store copies of critical records at a secure off-site location where they can be retrieved in case information is lost or destroyed. If an event, damaged our technology facilities and rendered them inoperable, we have agreements in place which provide alternate computing facilities and equipment where we can resume our operations. Our goal is to recover critical systems within 24 hours while less important systems would be restored over a period of three to five days.

## 2. Single Facility Disruption

In the event our offices become unusable, we have leased space in another building where we can move our operations. This facility is configured with enough furniture and office equipment to support our critical business processes. Telephone service would be rerouted to this alternate facility to restore communications with our customers and business partners. Our goal is to establish emergency operations within 24 to 48 hours following an event.

## 3. Business District/Metropolitan/Regional District Disruption

If a natural disaster or other widespread business disruption occurs, it may not be possible to resume operations using local facilities. In such a significant event, we plan to provide only our most critical services, such as ensuring you access to your account, by establishing emergency operations at the office of an affiliate. Our goal is to have critical services available within 24 hours of such an event. While we have been diligent in our efforts to plan for unexpected events, it is impossible to consider every possible scenario and develop detailed responses to each. We believe we have addressed the major threats to our business and can continue operating with minimum impact to our customers and business partners. It is possible, however, that in spite of our efforts, our ability to function after a catastrophic event may be adversely impacted by the actions (or failure to act) of third parties beyond our knowledge and control.

This information is provided solely to our customers and no further distribution or disclosure is permitted without our prior written consent. No person other than our customers may rely on any statement herein. Our Plan is reviewed and updated regularly and is subject to change. Please visit our web site at www.tfa.transamerica.com for the most current copy of this disclosure or you may request an updated copy by writing us at the following address: Transamerica Financial Advisors, Inc., Information Security and Business Continuity Officer, 570 Carillon Parkway, St. Petersburg, FL. 33716.



Rev. March 4, 2014

FACTS	WHAT DOES TRANSAMERICA FINANCIAL ADVISORS, INC. ("TFA") DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  Social Security number and income Account balances and account transactions Assets and investment experience When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TFA chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TFA share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We do not share
For affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

If you have questions or would like additional details regarding our privacy policy, please go to <a href="https://www.tfa.transamerica.com">www.tfa.transamerica.com</a> or send a written request to:

Transamerica Financial Advisors, Inc. *Attn: Compliance Dept.* P.O. Box 9053, Clearwater, FL 33758-9053.



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Who are we	
Who is providing this notice?	Transamerica Financial Advisors, Inc.
What we do	
How does TFA protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  TFA maintains physical, electronic, and procedural safeguards to protect your
	nonpublic personal information.
How does TFA collect my personal information?	We collect your personal information, for example, when you  Open an account or enter into an investment advisory contract  Apply for insurance
	<ul> <li>Make deposits or withdrawals from your account or provide account information</li> <li>Seek advice about your investments</li> <li>Tell us about your investment or retirement portfolio</li> <li>We collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>
Why can't I limit all sharing?	Federal law gives you the right to limit only  sharing for affiliates' everyday business purposes—information about your creditworthiness  affiliates from using your information to market to you  sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  TFA does not share information among its affiliates for marketing purposes.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  TFA does not share information with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  Our joint marketing partners include financial institutions and credit unions.

## Other important information

This notice applies to individual consumers who are customers or former customers of TFA. This notice replaces all previous notices of our consumer privacy policy, and may be amended at any time. We will keep you informed of changes or amendments as required by law.

If you close your account and transfer your account to another firm, in the process of transferring your investments we may share your information with the new broker-dealer or custodian that you or your representative selects. Unless otherwise restricted by your representative's contract with TFA, if the representative servicing your account leaves us, the representative may be permitted to retain copies of your nonpublic personal information so that he or she can assist with the transfer of your account and continue to serve you at a new firm. When your representative associates with a new firm, the representative's continuing use of such information becomes subject to the new firm's privacy policy.

If your representative leaves our firm, or if you decide to close your TFA account and transfer to another firm with your representative, and you do not want us to share your nonpublic personal information (other than as permitted by law) with the representative or the new firm, you may contact us by calling: (727) 299-1476.

If your primary address is in a state that requires your affirmative consent to share your personal information with a new firm, then you must give your written consent before we will allow your representative to take any of your personal information to the new firm.

If any of your accounts with us have a Vermont mailing address, TFA will automatically treat those accounts as if you elected not to share information about your creditworthiness and not to receive marketing from our affiliates; we will also not obtain consumer credit reports about you without your consent. If any of your accounts with us have a California, North Dakota, or Vermont mailing address, TFA will automatically not include those accounts in any joint marketing activities with nonaffiliated financial companies.



# Revenue Sharing Arrangements and Payments By Sponsoring Companies Client Disclosure Statement

#### Introduction

Transamerica Financial Advisors, Inc. ("TFA") does business through two separate Divisions. One division is headquartered in the company's home office located in St. Petersburg, FL, and operates under the name, Transamerica Financial Advisors, Inc. without any Division designation. The other Division, based in Johns Creek, GA, operates under the name Transamerica Financial Advisors Inc. Transamerica Financial Group Division, ("TFG"). Each Division may have different product and service offerings and different compensation arrangements with product and service sponsors and providers. The information discussed below is a compilation of compensation and revenue sharing arrangements for both Divisions and for TFA as a whole, and except as otherwise provided, reference to "TFA" is intended to refer to both Divisions, including TFG. A summary of the revenue sharing and sponsoring company compensation arrangements and current Sponsoring Company list for TFA and TFG can be found at the Home Page of TFA at www. tfa.transamerica.com, and the Home Page of TFG website at www. tfg. transamerica.com, under Revenue Sharing.

## Compensation

(TFA) and its Registered Representatives (RR) and Investment Advisor Representatives (collectively "RRs") are compensated in different ways when selling a mutual fund, or variable insurance product, (collectively referred to as "product"), depending on the amount invested and/or share class purchased. Most mutual funds charge an annual fee associated with operating the fund, and a sales commission or "load," which is paid to TFA and may be charged to you up-front when you purchase the product, annually, or at the back-end when you sell the product. Most variable products assess fees and/or back-end charges which are used to compensate TFA and its RRs. Other load structures also exist, and you should review the fee table located in the product prospectus for a complete discussion of fees and expenses. You should also refer to your copy of the applicable TFA product disclosure that is provided to you at the time you purchase any product through TFA. These overall expenses impact the overall return on your investment.

## **Internal Compensation**

We also want you to know that TFA has a few unique relationships with a select group of product sponsors ("Sponsoring Companies") that have a variety of performance and investment styles with a broad spectrum of investment choices and services. TFA has chosen to work with these companies because of the array of investment choices and services these companies offer to address the varied needs of our client base and because of their reputations, size, marketing and operational sophistication and level of wholesaling support. receives additional compensation or payments (also known as "revenue sharing") as a result of these relationships. The greater access afforded these companies to work with our RRs provides additional training, educational presentations, and other product support so that each RR may work more effectively to better serve you. Of course, TFA's RRs are not required to recommend any of these particular products to you; however, this greater level of access could influence a RR's product recommendation to you. Certain sponsoring Companies may provide advance commissions to RRs based on the anticipated receipt of insurance premiums. TFA maintains an approved product list that contains a wide variety of mutual fund and variable insurance companies, in addition to the companies included on the Sponsoring Company list. A summary of the revenue sharing and Sponsoring Company compensation arrangements and current Sponsoring Company list for TFA and TFG can be found at the Home Page of TFA at www.tfa.transamerica.com, and the Home Page of TFG website, www. tfg.transamerica.com under Revenue Sharing.

TFA does not provide differential compensation (or higher net payouts) to RRs which are more favorable for investments made in Sponsoring Company products, with the exception of variable universal life insurance products issued by Western Reserve Life Assurance Co. of Ohio ("WRL"), and variable annuity products issued by Transamerica Life Insurance Company, ("Transamerica Life"), affiliated companies, and investments in proprietary investment advisory programs, which have a higher net compensation level. However, additional cash benefits and non-cash compensation or reimbursements may be provided as described below in the section on Revenue Sharing. Also, some mutual funds and variable insurance products carry a higher sales charge than others (resulting in

higher gross compensation to TFA), which could influence a RR's product recommendation to you. The fee table located in the product prospectus should be reviewed for a complete discussion of all fees and expenses.

In addition, TFA's managers and/or RRs who meet certain productivity or assets under management ("AUM") standards may be eligible for additional compensation. Sales of products sponsored by affiliated companies, including Transamerica Life and Western Reserve Life, and AUM levels achieved in TFA proprietary investment advisory programs may help RRs and/or their managers qualify for other benefits, and may provide such persons with special incentive to sell Transamerica Life, Western Reserve Life and/or affiliated company products, services, or programs. For example, TFA's RRs and their managers may be eligible to participate in a voluntary stock purchase plan that permits participants to purchase stock of AEGON N.V. (Transamerica's and Western Reserve's ultimate parent) by allocating a portion of the commissions they earn to purchase such shares. A portion of the contributions of commissions by TFA's RRs may be matched by TFA.

## **Revenue Sharing**

TFA RRs and/or their managers may receive directly or indirectly additional cash benefits and non-cash compensation or reimbursements from TFA or its affiliates, Sponsoring Companies, or other product issuers, including but not limited to reimbursements for sales and/or public seminar and advertising expenses. Additional compensation or reimbursement arrangements may include payments in connection with TFA's conferences or seminars, sales or training programs for invited RRs and other employees, seminars for the public, trips (such as travel, lodging and meals in connection therewith), entertainment, merchandise and other similar items, and also payments, loans or loan guaranties to assist a RR in connection with systems, operating, marketing or other business expenses. This cash and non-cash compensation may be significant and may provide our affiliates, Sponsoring Companies, or other product issuers with increased access to the RRs.

TFA receives revenue sharing fees based on RRs' overall sales of or AUM relating to investment products issued or services of programs sponsored by Sponsoring Companies. TFA receives such revenue sharing fees in a range of .10% to 2.5% (\$10 to \$250 per \$10,000) of the total value of assets placed by TFA's RRs in products or services offered by Sponsoring Companies, and, for variable life insurance, in a range of 5% to 10% of target premium. TFA negotiates these payments annually with each Sponsoring Company to defray the ongoing costs of training, education, marketing and product support activities. These revenue sharing payments are in addition to the sales charges, annual service fees (commonly referred to as "12b-1 fees"), redemption fees and deferred sales charges, and other fees and expenses disclosed in a mutual fund's or other product's prospectus fee table and the TFA product disclosure checklist. Revenue sharing payments, however, are paid out of the Sponsoring Company's assets. Moreover, no portion of these payments to TFA is made by means of brokerage commissions generated by the mutual fund or other product and no portion of these payments are directed or allocated to RRs. You should refer to the Prospectus and/or Statement of Additional Information (available on request from the product issuer) for a complete discussion on how revenue sharing programs with distributors such as TFA are administered.

TFA also receives due diligence and marketing fees when selling real estate investment trust interests (also known as REITS) and limited partnership interests, depending on the amount invested. These fees are paid from client monies and are fully disclosed in the product prospectus. You should review the product prospectus for a complete discussion of fees and expenses. Some of these product sponsors are also provided greater access to our RRs to provide training, educational presentations and other product support.

## Wholesaling

TFA also receives revenue from Transamerica Funds, an affiliated mutual fund company, for wholesaling activities, support, education, and training.

TFA also receives revenue from Transamerica Life, Western Reserve Life, and certain non-affiliated variable insurance product sponsor for wholesaling activities. These product sponsors are provided access to TFA RRs who may receive additional compensation and incentives for these wholesaling activities.