



The Customer Account Documentation contained in this booklet sets forth the terms and conditions pursuant to which Terra Nova Financial, LLC, ("Terra Nova") will open and maintain, and will carry one or more accounts, including, without limitation, cash, margin, options or other (collectively, "Account(s)") for you ("Customer"), either individually or jointly with others.

## CUSTOMER AGREEMENT

Customer hereby represents, warrants and agrees as follows:

**1. Legal Capacity to Enter Into Agreements.** If Customer is an individual: Customer is of full legal age in the state in which Customer resides and has the capacity to enter into this Customer Agreement (this "Agreement"). If Customer is a partnership, trust, corporation or any other type of entity: the execution, delivery and performance of this Agreement have been duly authorized by all necessary actions; Customer has full power and authority to execute and deliver this Agreement to Terra Nova, to enter into the transactions contemplated hereunder, and to perform the obligations set forth herein; and the person signing this Agreement on Customer's behalf is duly authorized to do so.

**2. Accuracy of New Account Application and Credit Information.** The information Customer has provided to Terra Nova in any account application is complete and accurate, including whether Customer is an employee, member or partner of (i) any securities exchange, (ii) any member firm of any securities exchange, (iii) FINRA, (iv) a bank, trust company or insurance company, or (v) any entity controlled or affiliated with an exchange or securities firm. No one except the account holders listed has an interest in the Account(s). Customer will notify Terra Nova promptly in writing of any changes in any such information including, without limitation, changes in Customer's financial circumstances or investment objectives. Customer authorizes Terra Nova to make inquiries for the purpose of verifying its creditworthiness and business conduct and to provide information regarding its performance under this Agreement to credit reporting agencies and to Terra Nova's affiliates. Customer understands that, upon its written request, Terra Nova will tell Customer whether a credit report was requested and provide the name and address of the agency that furnished it. Upon written or oral demand by Terra Nova, Customer will supply such financial information as Terra Nova determines it needs to evaluate Customer's financial condition and ability to perform its obligations under this Agreement. **Important Information About Procedures for 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.

**3. Definitions.** The terms "securities," "options," "credit balances," "assets" or "other property," as used herein, shall include, without limitation, cash, stocks, bonds, mutual funds, annuities, financial instruments and commodities of every kind and nature, and all contracts, options and derivatives relating thereto. The term "Customer" shall mean the undersigned and shall include the plural if any Account(s) are jointly owned.

**4. Advice and Recommendations, Indemnification.** Customer acknowledges that all decisions relating to its investment or trading activity shall be made by Customer or its duly authorized representative (which can be Terra Nova). Customer acknowledges that Terra Nova is under no duty to inquire as to the authority or propriety of any instructions given to them, and that they shall be entitled to rely upon any such instructions without inquiry or investigation, including, without limitation, instructions with respect to the disbursement of funds and the transfer of securities. Customer acknowledges that Terra Nova does not provide legal advice. Customer hereby agrees to hold Terra Nova, their officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements), on a current basis as incurred, as a result of any losses or damages Customer may suffer with respect to any such decisions, instructions, transactions or strategies or as a result of any breach by Customer of any of its covenants, representations, acknowledgments or warranties herein.

**5. Orders, Executions and Account(s) Statements.** Terra Nova may execute any transaction authorized by Customer on any exchange or other market where such business is then transacted. Terra Nova may reject any order Customer places with Terra Nova or place restrictions on Customer's Account(s) in its sole discretion. Customer understands that Terra Nova reserves the right to refuse, and assume no responsibility for, orders sent through the mail for the purchase or sale of securities, options, assets or other property. Customer also understands that if Customer requests the transfer or registration of foreign securities, Customer may be responsible for any transfer fees and other fees and expenses charged to it. Customer shall promptly review upon receipt all reports of the execution of orders and statements of Customer's Account(s). Such reports and statements shall be deemed accepted by Customer and shall be binding upon Customer if Terra Nova has not received written objection from Customer within five (5) days with respect to the former and ten (10) days with respect to the latter after transmitted by Terra Nova to Customer.

**6. Minimum Deposit and Purchases and Sales.** Customer understands that Terra Nova may require Customer to make a minimum deposit into its Account(s) and to maintain a minimum balance in Customer's Account(s) thereafter. To execute purchase orders, Terra Nova generally requires that Customer's Account contain available funds equal to or greater than the purchase price of the securities. To execute sell orders, Terra Nova generally requires that stock certificates be in Customer's Account in good deliverable form. Customer agrees that any purchase or sell order inadvertently accepted by Terra Nova without sufficient funds or negotiable certificates, respectively, in Customer's Account(s), will be subject to liquidation in the case of a purchase order, or buy-in in the case of a sell order, all at Terra Nova's discretion and Customer's expense. In the event full funds are not available in Customer's Account(s) and an order is executed, Customer agrees to promptly make payment to Terra Nova via wire transfer or certified or personal check. If such funds are not received on or before the settlement date, Terra Nova may liquidate Customer's Account(s) and Customer will be liable for any resulting losses and all associated costs incurred by Terra Nova. Without limiting the foregoing, whenever Customer does not, on or before the settlement date, pay in full for any security purchased for Customer's Account, or deliver any security sold for such Account, Terra Nova is 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, on any terms, without notice, any or all securities which Terra Nova may hold for Customer (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 its possession and control for delivery a like amount of similar securities or other property.

**7. Credit Balances and Fund Availability.** Customer understands that Customer may elect to have available credit balances in its Account(s) automatically swept on a daily basis to the money market vehicle that Customer has chosen from Terra Nova's available options ("Designated Sweep Account"). In the event Customer makes such an election, the proceeds of any funds deposited to its Account(s) will be swept to the Designated Sweep Account by Terra Nova and will begin earning dividends or interest on the next business day after such deposit. Customer understands that all purchases and/or redemptions of shares in the Designated Sweep Account will be reflected on its Account statement and that it will not receive

confirmations in connection with such activity. Customer understands that access to such funds may be withheld for up to ten (10) calendar days to ensure that there are sufficient funds in its Account(s) to cover any executed transaction(s).

**8. Payment of Obligations Upon Demand, Interest on Debit Balances and Costs of Collection.** Customer shall at all times be liable for the payment upon demand, or upon settlement date when applicable, of any debit balance or other obligation, liability or indebtedness (collectively, "Obligations") owing in any of its Account(s); and Customer shall be liable to Terra Nova for any deficiency remaining in any Account(s) in the event of the termination or liquidation thereof, in whole or in part, by Terra Nova or by Customer, and Customer shall make payments of such Obligations upon demand. Debit balances in any Account(s) may be charged interest in accordance with Terra Nova's then-current interest rate schedule for debit balances. The reasonable costs and expenses of enforcement or collection of any debit balance or Obligations, including attorneys' fees and expenses incurred by Terra Nova and any unpaid deficiency in Customer's Account(s), shall be paid or reimbursed by Customer to Terra Nova, as incurred. Terra Nova may accept a lesser sum than due in Customer's Account(s) without prejudice to Terra Nova's right to recover the balance due in such Account(s). Terra Nova shall have the right to accelerate the time fixed in any demand made of Customer.

**9. Security for Indebtedness.** All securities, options, credit balances, assets and other property whatsoever which Terra Nova may hold, carry or maintain for any purpose, in or for any of Customer's Account(s) or otherwise, whether individually or jointly held with others, whether now owned or hereafter acquired, and any proceeds or distributions therefrom (collectively, "Collateral"), shall be subject to a lien in Terra Nova's favor for the discharge of all Obligations, and Customer hereby grants to Terra Nova a continuing, perfected, first-priority security interest and right of set-off in all Collateral, both of which shall be without regard to Terra Nova having made any advances in connection with Customer's Account(s) and without regard to the number of Account(s) Customer may have with Terra Nova. Subject to the provisions of any applicable statute, rule or regulation, Terra Nova may hold Collateral as security for the payment of any Obligations, and Terra Nova shall have the right to transfer such Collateral in any of Customer's Account(s) from or to any other of Customer's Account(s), when in Terra Nova's judgment such transfer may be necessary for its or their protection. In enforcing their lien, Terra Nova shall have the right to sell, assign, and deliver all or any part of the Collateral in any of Customer's Account(s) to satisfy Customer's Obligations or when Terra Nova otherwise deems it necessary for its or their protection. If Terra Nova believes there is inadequate security for Customer's Obligations or upon any event which in Terra Nova's opinion jeopardizes Customer's Account(s), Terra Nova shall have the right to (i) cancel any outstanding orders for the purchase or sale of securities, options, assets or other property, (ii) close transactions in Customer's Account(s), (iii) buy-in any securities, options, assets or other property of which Customer's Account(s) may be short, or (iv) require Customer to deposit additional Collateral in accordance with the rules and regulations of the Board of Governors of the Federal Reserve System, or any securities regulatory or self-regulatory body to whose jurisdiction Terra Nova is subject. Terra Nova may also, but shall have no obligation to do so, require Customer to deposit such additional Collateral as Terra Nova, in its sole discretion, determines is necessary as security for Obligations. Terra Nova shall have all rights and remedies available to a secured party under any applicable law in addition to the rights and remedies provided herein. Subject to the provisions of any applicable statute, rule or regulation, Terra Nova may take any or all of the foregoing actions without prior notice, tender, demand or call, all of which Customer expressly waives. Customer hereby appoints Terra Nova, its true and lawful agent and attorney-in-fact, with full power to act in Customer's name and on Customer's behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided in this Agreement and by applicable law.

**10. Events of Default.** The following shall constitute an "Event of Default": (i) Customer fails to make payment as and when required pursuant to this Agreement, (ii) Customer fails to provide margin to Terra Nova as and when required or to perform any other Obligations as and when required, (iii) any representation or warranty made by Customer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, (iv) Customer states that it will not perform any of the Obligations under this Agreement, (v) Customer defaults in the performance of any obligation to Terra Nova under any agreement now or hereafter entered into, (vi) Customer defaults in the payment of any indebtedness for borrowed money, or any guaranty of such indebtedness, upon the maturity (including any accelerated maturity) thereof, (vii) Customer applies for, consents to or is the subject of an application or petition for the appointment of or the taking of possession by, a receiver, custodian, trustee, liquidator or similar person of Customer or of all or a substantial part of Customer's property, admits in writing its inability, or becomes unable to pay its debts generally as such debts become due, makes a general assignment for the benefit of creditors, files or is the subject of the filing or entry of a petition or order for relief under Title 11 of the U.S. Code or any similar law of any jurisdiction regarding reorganization, liquidation, dissolution, insolvency, or relief of debtors or of an application for a protective decree under the Securities Investor Protection Act of 1970, or (viii) Terra Nova believes that it may be unable to apply without delay, property that it is holding or expects to receive from Customer against any Obligations to Terra Nova under this Agreement or in connection with any transactions executed by Terra Nova on Customer's behalf.

**11. Remedies.** Upon the occurrence of any Event of Default, Terra Nova may, in its sole discretion and without notice to Customer, (i) cancel or otherwise liquidate any of Customer's Account(s) and any transactions executed by Terra Nova on Customer's behalf, (ii) set-off any obligation owing by Terra Nova to Customer against any Obligation of Customer, or against any Collateral, (iii) satisfy any Obligation of Customer to Terra Nova from any Collateral, (iv) sell, or be deemed to have sold, any securities, instruments, commodities or other property in any of Customer's Account(s), and (v) purchase, or be deemed to have purchased, any securities, instruments, commodities or other property, in which Customer has a short position. All purchases or sales pursuant to this Section may be effected in public or private purchases or sales in which Terra Nova may be the purchaser or seller, in each case as Terra Nova may deem appropriate in its sole discretion and at such price or prices as Terra Nova may deem satisfactory in its sole discretion. Any grace or notice period required by agreement or custom prior to exercise of such remedies may be shortened or eliminated by Terra Nova if it determines, in its sole discretion, that it is reasonable to do so under the circumstances. Customer shall be liable for all costs and expenses, including attorney's fees and expenses, as incurred in connection with the enforcement or collection by Terra Nova of its rights or claims against Customer hereunder or under any transactions.

**12. SIPC and Other Insurance Coverage.** Customer understands that Terra Nova is a member of the Securities Investor Protection Corporation ("SIPC") and that SIPC currently protects the assets in each of Customer's Account(s) up to \$500,000, with a limit of \$100,000 for cash balances, which are being held for purposes of investment. Customer acknowledges that these protections do not cover fluctuations in the market value of Customer's securities. Customer represents and warrants that all credit balances in its Account(s) are being held for purposes of investment.

**13. Joint Account(s).** No one except Customer has an ownership interest in any of Customer's Account(s) unless such interest is disclosed below. If there is more than one Account holder (each, a "Joint Owner"), each Joint Owner acknowledges that it is liable, jointly and severally, for all Obligations incurred pursuant to this Agreement. Each Joint Owner further acknowledges that each has the authority, acting alone and without notice to the other(s), to deal with Terra Nova fully and completely, including, without limitation, to (i) buy, sell or otherwise deal in securities, options, assets or other property, (ii) receive confirmations, statements and communications of every kind related to their Account(s), (iii) receive and dispose of money, securities, options, assets or other property, and (iv) make agreements on behalf of their Account(s) and terminate or modify same or waive any provisions thereof, and without any obligation by Terra Nova to notify any other person. Terra Nova shall be under no obligation to inquire as to the purpose or propriety of any instruction received from any Joint Owner. In the event Terra Nova receives conflicting or inconsistent instructions from any Joint Owner(s), Terra Nova may either follow any such instructions or refrain from following any such instructions until they shall have been reconciled in writing to its satisfaction. In the event of the death of any Joint Owner that is a natural person, the surviving Joint Owner(s) shall give Terra Nova immediate written notice thereof. Terra Nova may take any such action, as it deems advisable to protect itself against tax, liability, penalty or loss. The estate of any deceased Joint Owner shall be liable and each surviving Joint Owner shall be liable, jointly and severally, for any Obligations incurred prior to receipt of

written notice of such death. Unless Terra Nova is notified otherwise, Terra Nova may consider the Joint Owners to hold their Account(s) as joint tenants with rights of survivorship, and upon the death of any Joint Owner(s), the entire Account(s) shall become the property of the other Joint Owners(s) equally, without in any manner releasing the deceased Joint Owner's estate from liability.

**14. Applicable Rules and Regulations.** Customer acknowledges that this Agreement and all orders and transactions executed in Customer's Account(s) hereby incorporate and shall be subject to all applicable federal and state laws and regulations, and the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market and its clearinghouse (if any) where the transactions are executed.

**15. AGREEMENT TO ARBITRATE CONTROVERSIES.**

**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.
- 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.

**CUSTOMER AGREES THAT ANY CONTROVERSY RELATING TO: (I) ANY ORDER OR TRANSACTION; (II) CUSTOMER'S ACCOUNT (S); OR (III) THIS AGREEMENT OR ANY OTHER AGREEMENT THAT CUSTOMER HAS WITH TERRA NOVA, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, WILL BE SUBMITTED TO ARBITRATION CONDUCTED ONLY PURSUANT TO THE CODE OF ARBITRATION OF THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. ARBITRATION MUST BE INITIATED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR NOTICE OF INTENTION TO ARBITRATE. JUDGEMENT, UPON ANY AWARD RENDERED BY THE ARBITRATORS, OR OF A MAJORITY OF THEM, SHALL BE FINAL, AND MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (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.**

**16. Control or Restricted Securities.** Customer acknowledges that there may be delays in connection with the processing of any securities governed by Rule 144 or 145(d) of the Securities Act of 1933, as amended, and Customer shall not hold Terra Nova liable for any losses caused directly or indirectly by such delays. Further, Customer shall advise Terra Nova of the legal status and availability of such securities prior to placing an order, and shall promptly and timely furnish Terra Nova with the necessary documents to effect transfer.

**17. Responsibility Regarding Certain Securities.** Certain securities may grant the holder(s) valuable rights that may expire unless the holder(s) takes some action. Such securities include, without limitation, options, warrants, convertible securities, bonds and securities subject to a rights plan or tender or exchange offer. Customer acknowledges that it is responsible for knowing the rights and terms of all securities in its Account(s). Terra Nova is not obligated to notify Customer of any corporate action or take any action on Customer's behalf without specific instructions from Customer.

**18. Limitations on Use of Terra Nova's Services.** Customer is authorized to use materials that are made available by Terra Nova for Customer's own needs, and Customer is not authorized to sell access to any such materials or to make copies of any such materials for sale to others. Customer shall not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials.

**19. Consent to Monitoring and Recording.** Customer understands that Terra Nova may monitor or tape record telephone conversations with all of their customers, including Customer, and Customer consents to such monitoring or recording.

**20. Governing Law and Assignment.** This Agreement and its enforcement shall be governed by the laws of the State of Illinois (without regard to its conflict of law provisions); shall cover individually and collectively all of Customer's Account(s) which Customer may open or reopen with Terra Nova; shall inure to the benefit of Terra Nova's successors and assigns, whether by merger, consolidation or otherwise; and shall be binding upon Customer's heirs, executors, administrators, successors and personal representatives. Customer may not assign its rights and duties hereunder without first obtaining Terra Nova's prior written consent. Terra Nova may assign its rights and duties under this Agreement and may transfer Customer's Account(s) and this Agreement to its successors and any affiliated assigns without notice to Customer, or to any other entity with prior notice to Customer.

**21. Losses Due to Extraordinary Events; Limitation of Liability.** Terra Nova shall not be liable for loss caused directly or indirectly by war, strikes, natural disasters, government restrictions, exchange or market rulings, suspensions of trading, computer or communications line failures, or delays in the transmission of orders due to a breakdown or failure of transmission facilities or other conditions beyond Terra Nova's reasonable control. Terra Nova shall not be liable in connection with the execution, clearing, handling, purchasing or selling of securities, options, assets or other property, or other action, except for willful misconduct and gross negligence on its part.

**22. Entire Agreement and Severability.** This Agreement, any addenda hereto, and the terms and conditions contained in statements and confirmations, contain the entire agreement between the parties with respect to the subject matter hereof. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulating agency or body, such provision shall be deemed modified, or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein. Customer acknowledges that it has entered into this Agreement and will enter into transactions in consideration of and in reliance upon the understanding that all such transactions constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, in addition to any of the other rights and obligations set forth in the Agreement, (i) Customer agrees to perform all of its obligations in respect of each such transaction, (ii) Terra Nova shall be entitled to set-off claims and apply property held by Terra Nova in respect of any such transaction or otherwise against obligations owing to Terra Nova in respect of any other such transaction or otherwise, and (iii) payments, deliveries and

other transfers made by Terra Nova in respect of any such transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other such transaction, and the obligations to make any such payments deliveries and other transfers may be applied against each other and netted by Terra Nova.

**23. Presumption of Receipt of Communications.** Communications may be sent to Customer at its address given in any account application as a mailing address, or at such other address as Customer may hereafter give Terra Nova in writing. All communications so sent, whether by mail, telegraph, messenger, electronic data communication, fax or otherwise, shall be considered delivered to Customer personally, whether or not actually received. Any communications or Account(s) assets sent to Customer by Terra Nova shall be sent to Customer's address of record as furnished to Terra Nova by Customer. Terra Nova shall not be liable for any errors, discrepancies or inaccuracies in such Customer information as received from Customer.

**24. SEC Rule 14b-1(c): Communication between Companies and Shareholders.** Pursuant to Rule 14b-1(c) under the Securities Exchange Act of 1934, as amended, Terra Nova will release Customer's name, address, and security positions to requesting companies in which Customer owns shares that are held in its Account(s), unless Terra Nova receives notice from Customer in writing that it objects.

**25. Modification and Waiver.** Customer agrees that Terra Nova may modify the terms of this Agreement, or any addendum hereto, at any time upon prior notice. If the modifications are unacceptable to Customer, Customer agrees to notify Terra Nova in writing within ten (10) days of such written notice. Customer further agrees that all transactions entered into after Terra Nova's initial notification shall be subject to the modifications. Under no circumstances may Customer make a modification without Terra Nova's prior written consent. Any failure by Terra Nova to insist at any time upon compliance with this Agreement or with any of its terms shall not constitute or be considered a waiver by Terra Nova of any of its rights.

**26. Binding Notice of Agreement.** Customer agrees that Terra Nova shall not be bound by any representation or agreement made by any of its employees or agents which purports to affect or diminish Terra Nova's rights under this Agreement.

**27. Accuracy of Reports.** Customer agrees to carefully review all monthly or quarterly Account statements and confirmations promptly upon receipt for accuracy and consistency with Customer's instructions and investment objectives and immediately notify Terra Nova if such documents are not received in a timely manner or are inaccurate. Notwithstanding the foregoing, if Customer is over credited with funds or securities, Customer agrees to promptly return such funds or securities upon Customer's discovery of the error or request by Terra Nova.

**28. Notice.** All notices and other communications to Terra Nova required or permitted under this Agreement shall be in writing and shall be directed to 100 South Wacker Drive, Suite 1550, Chicago, IL 60606 Attention: Compliance Officer, or to such other person or address as Terra Nova shall furnish in writing. Complaints may be directed to Terra Nova at the above address or via email to [compliance@tnfg.com](mailto:compliance@tnfg.com).

**29. Termination.** Customer may terminate this Agreement or any of its Account(s) at any time upon written notice. Terra Nova may terminate this Agreement or any of Customer's Account(s) at any time for any reason. Customer shall remain responsible for all Obligations initiated or authorized by Customer, including, without limitation, any transactions, whether arising before or after termination.

**30. Headings.** The headings contained in each Section are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such Section.

## **OPTIONS ACCOUNTS**

Customer hereby represents, warrants and agrees that, with respect to trading options in its Account(s) (its "Options Accounts"):

**31. Risk Factors.** Options trading involves a high degree of risk and is not suitable for all investors. Customer is fully aware of the risk inherent in options trading, and has determined that options trading is suitable in light of its particular financial circumstances and investment objectives. Customer is prepared financially to undertake the risks associated with options trading, which may include a total loss of premium and transaction costs.

**32. OCC Disclosure; Applicable Rules and Regulations.** Customer shall not enter into any purchase or sale of any options contract without having received, read and fully understood the terms, conditions and risks of options trading set forth in the current disclosure document issued by the Options Clearing Corporation ("OCC") available entitled the [Characteristics and Risks of Standardized Options Brochure](#). Each options transaction is subject to the rules and regulations of the OCC, the exchange or market where such transaction is executed, FINRA, and various other state and federal regulatory and self-regulatory entities (collectively, the "Rules and Regulations"). Customer shall comply with all such Rules and Regulations, as well as any of Terra Nova's policies, and Terra Nova shall handle Customer's options transactions and Options Account in accordance with the Rules and Regulations.

**33. Limitations.** Acting alone or in concert with others, Customer shall not exceed the lesser of the position and exercise limits imposed by (i) the OCC or other regulatory or self-regulatory entities having jurisdiction over the exchange or markets in which option transactions are executed, and (ii) Terra Nova in its sole discretion. Terra Nova may modify or amend any house position or exercise limits at its sole discretion and without prior notice.

**34. Cleared Funds; Customer Responsibilities.** In order to process options orders, Terra Nova requires that Customer's Options Account contain "cleared funds" equal to or greater than the purchase price of the options. Notwithstanding the foregoing, Customer is responsible for all of its orders, including, without limitation, any orders Terra Nova executes to purchase options in Customer's Options Account even if the Options Account does not contain cleared funds which exceed available funds.

**35. Option Exercise and Expiration.** Customer must give notice to exercise options pursuant to Terra Nova's current requirements and time limitations. If Customer exercises a "call" option, Customer must meet the Obligations of purchasing the underlying security. If Customer exercises a "put" option, Customer agrees to release the underlying security to Terra Nova. The failure to follow these procedures may result in the option expiring worthless, even though it might have a monetary value on the expiration date. When Customer owns an option that is about to expire "in the money," Terra Nova may, in its sole discretion or in accordance with the Rules and Regulations, and without notification to Customer, close out the option. Terra Nova may take this action in order to prevent an exercise that would require the purchase or sale of the underlying security for which Customer does not have sufficient funds. This is in no way to be construed as an obligation on Terra Nova's part to sell or exercise such options on Customer's behalf.

**36. Prohibited Options Transactions.** Unless Customer receives prior authorization from Terra Nova, Customer shall not place trades that are not permissible under the option level for which Customer is approved.

**37. Uncovered Options Positions.** If any option position in Customer's Options Account becomes uncovered without Terra Nova's prior approval, Terra Nova may, without prior notice to Customer, take immediate action to cover Customer's position, and Customer shall be responsible for any resulting losses.

**38. Special Risks Associated With Uncovered Option Writing.** In the event that Customer receives authorization from Terra Nova for uncovered option writing, there are special risks associated with uncovered option writing that expose the investor to potentially significant losses, including, without limitation, the following. The writer of an uncovered call may incur large losses if the value of the underlying security exceeds the exercise price; and the writer of an uncovered put may incur large losses if the value of the underlying security declines below the exercise price. Uncovered option writing is not suitable for everyone. The strategy is only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially substantial losses, and has sufficient liquid assets to meet applicable margin requirements. If the value of the underlying instrument moves against Customer as an uncovered options writer, Terra Nova may request additional margin payments. If Customer does not make such margin payments, Terra Nova may liquidate stock or options positions in any one of Customer's accounts at Terra Nova's sole discretion and without prior notice.

**39. Random Automated Allocation Method.** Exercise assignment notices for option contracts are allocated among short option positions in accordance with a random automated method of allocation. A more detailed description of Terra Nova's allocation method is available upon request.

**40. SMA Calculations for Options Accounts.** Each business day Terra Nova will calculate the aggregate initial margin requirement for options positions held in the account. Terra Nova will decrease SMA by the amount of any increase in margin required and will increase SMA by the amount of any decrease in margin required as a result of this daily calculation.

## **MARGIN ACCOUNTS**

Customer hereby represents, warrants and agrees that, with respect to trading on margin in its Account(s) (its "Margin Accounts"):

**41. Initial Margin and Margin Maintenance Requirements.** Customer shall at all times maintain such securities and other property in its Account(s) for margin purposes as required from time to time by Terra Nova in its sole discretion and/or pursuant to applicable laws, rules or regulations, whichever is greater. Customer agrees to promptly satisfy all margin and maintenance calls. Customer acknowledges that Terra Nova is not obligated to (i) request additional securities or other property for margin purposes in the event the Account(s) falls below minimum margin requirements, (ii) notify Customer of any such deficiency or (iii) allow Customer time to deposit additional securities or other property. Terra Nova reserves the right to increase margin maintenance requirements at any time in its sole discretion.

**42. Interest Charges on Debit Balances.** Customer agrees to pay interest on all debit balances on a non-aggregated basis in any Account(s). Interest shall be computed and charged in accordance with Terra Nova's standard methods and procedures in effect from time to time. In no event, however, shall such interest rate exceed the maximum rate permitted by applicable law. Customer understands that the interest charge made to its Account(s) at the close of a charge period will be added to the opening balance for the next charge period unless paid.

**43. Pledge of Securities, Options and Other Property.** All securities and other property now or hereafter held, carried or maintained by Terra Nova in or for any Account(s) may, from time to time and without notice to Customer, be pledged, repledged, hypothecated or re-hypothecated by Terra Nova, either separately or in common with other securities and other property, for any amount due in any Account(s), and Terra Nova may do so without retaining in its possession or under its control for delivery a like amount of similar securities or other property.

**44. Short Sales.** Customer agrees that any "short" sale by Customer shall be so designated to Terra Nova at the time such order is placed and Customer hereby authorizes Terra Nova to mark any such order as being "short." Customer agrees that all short sale transactions shall be executed in a Margin Account. Customer understands that to facilitate a short sale, Terra Nova must borrow the securities that Customer sells short. Customer agrees that if (i) market conditions change, (ii) Terra Nova is unable to borrow the securities, (iii) the lender recalls the securities, or (iv) the provisions of SEC Regulation SHO (mandatory close out for short sales in threshold securities resulting in a fail to deliver) become applicable, Terra Nova may attempt to reborrow the securities, but Customer understands that Terra Nova may need to cover the short position in the Account on the open market at the then-current market price and market conditions. Customer understands that it will be responsible for any resulting loss or associated costs (including but not limited to interest paid on borrowed shares to cover the short incurred by Terra Nova) in connection with "short" transactions.

**45. Loan of Securities.** Terra Nova is authorized to lend to itself, as principal or otherwise, or to others any securities held by Terra Nova in any Account(s), and Terra Nova shall have no obligation to retain in its possession and control a like amount of such securities. In connection with such loans, Terra Nova may receive and retain certain benefits (including interest on collateral posted for such loans) to which Customer shall not be entitled. In certain circumstances, such loans may limit, in whole or in part, Customer's ability to exercise voting rights of the securities lent.

**46. Margin Loans.** From time to time Terra Nova may, at its sole discretion, make loans to Customer for the purpose of purchasing, carrying or trading in securities, options or other property ("Margin Loans"). Margin Loans will be made in a Margin Account. The minimum and maximum amount of any particular Margin Loan may be established by Terra Nova in its sole discretion regardless of the amount of Collateral (as hereinafter defined) delivered to Terra Nova and Terra Nova may change such minimum and maximum amounts from time to time without notice to Customer.

**47. Ownership of Certain Securities.** With respect to securities against which margin credit is extended to Customer: (i) Customer is not, and will not be, the beneficial owner of greater than three percent (3%) of the number of outstanding shares of any class of equity securities, and (ii) Customer does not and will not control, is not and will not be controlled by and is not and will not be under common control with, the issuer of any such securities. Customer will notify Terra Nova immediately if the foregoing representation is or becomes inaccurate.

**48. Credit Statement Policy.** Customer acknowledges that Customer has received, read and understood the disclosure statement explaining the conditions under which interest will be charged to the Account(s), how rates of interest are determined, how debit balances are determined, and the methods of computing interest.

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 15. CUSTOMER HAS READ AND UNDERSTOOD, AND AGREES TO BE BOUND BY, SUCH PREDISPUTE ARBITRATION CLAUSE.**

**Customer understands that any alteration to this Customer Agreement shall be ineffective to relieve Customer of Customer's Obligations hereunder. This Agreement and the opening of any Account(s) including, without limitation, any Options Account(s) or Margin Account(s), shall not be effective until received and approved by Terra Nova.**

## **TERRA NOVA DISCLOSURE STATEMENTS**

### **MARGIN DISCLOSURE STATEMENT**

This disclosure is being provided to you by Terra Nova in order to provide you with some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a Margin Account. Before trading stocks in a Margin Account, you should carefully review the section entitled "Margin Accounts" in the Customer Agreement provided to you. Please call Terra Nova if you have any questions or concerns with your Margin Account.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from Terra Nova. If you choose to borrow funds from Terra Nova, Terra Nova will open a Margin Account for you. The securities purchased are Terra Nova's collateral supporting your loan, and, as a result, Terra Nova can take action, such as issue a margin call and/or sell securities in your Account(s), in order to maintain the required equity in your Account(s).

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

**You can lose more funds than you deposit in the Margin Account.** A decline in the value of securities that are purchased on margin may require you to provide additional funds to Terra Nova to avoid the forced sale of those securities or other securities in your Account(s).

**Terra Nova can force the sale of securities in your Account(s).** If the equity in your Account(s) falls below the maintenance margin requirements under the law, or Terra Nova's higher "house" requirements, Terra Nova can sell the securities in your Account(s) to cover the margin deficiency. You also will be responsible for any shortfall in your Account(s) after such a sale.

**Terra Nova can sell your securities without contacting you.** Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that a firm cannot liquidate securities in their Account(s) to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interest, including immediately selling the securities without notice to the customer.

**You are not entitled to choose which security in your Margin Account is liquidated or sold to meet a margin call.** Because the securities are collateral for the Margin Loan, Terra Nova has the right to decide which security to sell in order to protect its interests.

**Terra Nova can increase its "house" maintenance margin requirements at any time and is not required to provide you with advance notice.** These changes in Terra Nova's policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause Terra Nova to liquidate or sell securities in your Account(s).

**You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

## **DISCLOSURE OF CREDIT TERMS**

You will be charged interest on any credit extended to you by Terra Nova in connection with purchasing, selling, carrying or trading in any security, or other transactions in your cash or Margin Account. This information is being provided to you as required by SEC Rule 10b-16.

Terra Nova will determine at its discretion a Base Rate of interest upon which it will calculate the rate of interest to be charged to Margin or cash Account(s) customers. The "Base Rate" will be determined by Terra Nova by reference to the prevailing "Federal Funds rate" as appearing in financial publications. You will pay a rate of interest which can vary over the Base Rate depending upon the size of your Margin Loans, including but not limited to the size of the loan debit balance, or any uncollected cash account debits. The rate will appear on your monthly statement, which will be sent to you at the end of every month. Since the rate of interest charged is related to the broker's call money rate in effect, as well as the size of any debit balances in your Account(s), any changes in that rate or the size of the debit balance in your Account(s) will cause corresponding changes in the rate you are charged. Such changes will be made without notice to you. If your interest rate is to be increased for any other reason or any changes in the way it's calculated, at least thirty (30) days prior written notice will be given to you by Terra Nova.

Debit balances represent money loaned to you by Terra Nova. When you purchase securities on margin, you must deliver the appropriate collateral required by Regulation T, as well as any additional collateral required by Terra Nova. The balance of the purchase price will be loaned to you. It is this loaned portion which creates the debit balance and upon which interest is charged. Each additional purchase likewise adds to your debit balance, as do your interest charges, unless paid, and any other incidental charges which may be assessed to your Account(s) (as examples, any charges levied by a transfer agent for transferring your securities or interest charged because of a prepayment of funds). Any sales, other than short sales, or other credits (i.e., dividends) reduce any existing debit balances.

**Interest Charges on Debit Balances:** Customer agrees to pay interest on all debit balances on a non-aggregated basis in any Account(s).

The method of computing interest will be as follows: Interest is computed on a daily basis on the net debit balance during the interest period. The interest period runs from the 16 th of the prior month to the 15 th of the current month, except December when it is computed through the 31 st . To compute your interest, Terra Nova will take the debit balance on the 16 th day of the prior month and each day add any debits appearing on your statement and subtract any credits. This will determine the day's debit balance. Terra Nova will then multiply each day's debit balance by the interest rate and by the fraction 1/360. The interest charged during the interest period will be the total of the daily charges so computed. Your monthly statements will show the opening and closing debit balances for the period.

### **Liens And Additional Collateral**

All collateral which Terra Nova or its affiliates may at any time be carrying for you or which may at any time be in its or their possession or control for any purpose, including safekeeping, and any proceeds and distributions therefrom, shall be subject to a general lien and, a continuing, first-priority security interest (unless you forfeit such continuing, first-priority security interest solely as a result of your own actions) for the discharge of all of your obligations and liabilities to Terra Nova, irrespective of whether or not Terra Nova has made advances in connection with such securities or other property, and irrespective of the number of Account(s) you may have with Terra Nova, or which Terra Nova affiliate holds such collateral.

Terra Nova shall require you to deposit additional collateral in accordance with the rules and regulations of the Federal Reserve Board and/or any other regulatory agency to whose jurisdiction Terra Nova is subject, and Terra Nova may also require you to deposit such additional collateral as it may determine is needed as security for your obligations.

### **Short Sales And Marking To-The-Market**

The credit that appears on your statement due to short sales (including short sales against the box) is offset by a debit of like amount as a result of the fact that Terra Nova must borrow the same security in order to deliver it to the buying broker. This means that the credit generated by any short sale does not reduce your debit balance for the purpose of computing interest until the short position is covered.

Any short position in your Account(s) will be kept "marked-to-the-market" based on the daily composite closing price. This means that the balance maintained in the short Account(s) will be adjusted weekly to equal the current market value of the short securities. If a security has been sold short (or sold short against the box) and it increases in market price over the price of the short sale, interest will be charged on the increase in value; if its market price decreases, any interest charges will be reduced in proportion to the decrease in value.

## **FINRA'S PUBLIC DISCLOSURE POLICY**

FINRA is a self-regulatory organization for the securities industry. The Board of Governors of FINRA has adopted a "Public Disclosure Policy" that provides investors with disciplinary information on FINRA Member Firms and their Associated Persons in response to written inquiries, electronic inquiries via FINRA's Web Site address [www.finra.org](http://www.finra.org) or telephone inquiries via FINRA's toll-free telephone listing (1-800-289-9999).

The primary purpose of this Program is to help investors make informed choices about FINRA Member Firms and their Associated Persons when determining whether to conduct business with the firm. To obtain a free brochure describing FINRA's Public Disclosure Program you can call the toll free number listed above or log onto FINRA's Web Site.

## **ORDER ROUTING AND EXECUTION DISCLOSURE**

Terra Nova Financial, LLC wants to advise you of two specific risks associated with online trading activities generally:

- **Fast Markets.** A fast market is a high-volume trading session marked by extreme price fluctuations and order imbalances resulting from numerous investors entering buy or sell orders for the same security simultaneously. Because of these imbalances, wide price variances in short periods of time are common. On any given day, fast markets can affect a particular security, groups of securities or the market as a whole. Fast markets can be caused by material news announcements, market developments and even trading halts taking place in less

volatile securities. The ability to execute orders in fast market conditions may be severely limited, and order execution may be delayed significantly. Furthermore, market orders entered in fast market conditions may be executed at prices that are significantly different from the prices quoted at the time the orders were entered. Please bear these factors in mind when routing market orders through Terra Nova Financial, LLC.

- **Use of Automated Systems.** Terra Nova Financial, LLC utilizes a variety of automated order entry and order routing systems and technologies. These systems and technologies greatly enhance our ability to transmit your orders promptly, to compare prices across markets and to minimize the likelihood of errors. However, these systems and technologies also are subject to periodic disruption, failure or interruption. While we strive to utilize systems and technologies that are reliable and to make alternative systems or technologies available to you in the event of such an occurrence, you should be aware that your ability to promptly execute your orders could be adversely affected if such disruption, failure or interruption were to occur.

### **EXTENDED HOURS TRADING RISK DISCLOSURE**

- **Risk of Lower Liquidity.** Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular market hours. As a result, your order may only be partially executed, or not at all.
- **Risk of Higher Volatility.** Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular market hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price in extended hours trading than you would during regular market hours.
- **Risk of Changing Prices.** The prices of securities traded in extended hours trading may not reflect the prices of either at the end of regular market hours, or upon the opening the next morning. As a result, you may receive an inferior price in extended hours trading than you would during regular market hours.
- **Risk of Unlinked Markets.** Depending on the extended hours trading system or the time of the day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.
- **Risk of News Announcements.** Normally, issuers make news announcements that may affect the price of their securities after regular market hours. Similarly, important financial information is frequently announced outside of regular market hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of the security.
- **Risk of Wider Spreads.** The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.
- **Risk of Lack of Calculation or Dissemination of Underlying Index Value or Intraday Indicative Value (“IIV”).** For certain derivative securities products, an updated underlying index value or IIV may not be calculated or publicly disseminated in extended trading hours. Since the underlying index value and IIV are not calculated or widely disseminated during extended hours trading sessions, an investor who is unable to calculate implied values for certain derivative securities products in those sessions may be at a disadvantage to market professionals.

### **PAYMENT FOR ORDER FLOW DISCLOSURE**

- On occasion, market centers, including broker-dealers, may offer compensation or other remuneration to a broker-dealer for the routing of its customers' orders to that market center for execution. This practice is generally referred to as “Payment for Order Flow.”
- While customers of Terra Nova Financial, LLC generally make their own routing decisions and route their own orders, Terra Nova Financial, LLC does receive liquidity provider rebates on some orders that add liquidity to certain market centers. The source and nature of such compensation received will be furnished upon written request.

### **LISTED OPTIONS TRADING ELECTRONIC ACCESS DISCLOSURE**

In order for you to have electronic access for listed option order entry, all applicable rules and regulations must be followed, and you may not engage in any conduct that would circumvent or violate such rules. The following are examples of rules that apply to listed options trading and that must be complied with. If you have any questions or concerns about the following, please contact your registered representative.

#### **(1) SIMULTANEOUS BUY AND SELL LIMIT ORDERS:**

Customers are prohibited from placing simultaneous or near simultaneous buy and sell limit orders in the same option series in contravention of exchange rules. Such conduct is inappropriate and is deemed to be disruptive of an orderly market. By the placement of simultaneous or near simultaneous buy and sell limit orders which remain pending in the marketplace, customers may be deemed to be acting in the capacity of market makers in contravention of exchange rules.

When entering simultaneous buy and sell limit orders in the same security or option series, one of the orders must be canceled unless one of the orders is executed before entry of the other. Such practice is designed to prevent any appearance of maintaining a regular or continuous two-sided market, which may only be maintained by a qualified market maker.

For example: Market Quote = 3.10 bid, 3.20 offer

Customer enters a limit order to buy @ 3.11 and sell @ 3.19. The buy order is cancelled within 10 seconds after entry of the sell order. Hence, for a period of 10 seconds there was a live bid and offer made by the same trader or account in the same option series. The exchanges are likely to consider this "making a two-sided market" in contravention of exchange and SEC rules by a party NOT registered to act as a market maker.

**(2) UNBUNDLING OF ROUND LOTS:**

It is against exchange rules for customers to un-bundle round lot marketable orders (i.e., market orders or marketable limit orders) into odd lot orders in order to effect electronic executions on the exchange through the exchange's automatic execution facilities. This same rule applies on ALL option and securities exchanges. The exchanges consider it to be a serious violation to break up a larger order into smaller lots to take advantage of the automatic execution systems that are intended to service small lot retail customer orders.

Example: Breaking a 100-share order into two 50-share orders

The incentive for a customer to un-bundle a round lot order is that an odd lot will receive immediate execution through an automatic execution system without altering the market. Such a practice is inappropriate and in contravention of exchange rules.

**(3) 15-SECOND RULE:**

With the exception of the International Securities Exchange, all option exchanges currently restrict multiple orders on the same side of the market (i.e., buy call/sell put or sell call/buy put) entered on behalf of the same account and/or same beneficial owner within 15 seconds for the same option class.

**(4) ISE Option Rule 717 (c) (1):**

For option orders for size of less than 10 contracts, clients are prohibited from entering into the system, within 30 seconds, multiple orders by the same account and/or trader in the same option series. ISE rule 717 restricts such conduct as it is an unfair practice that forces the primary market maker to be responsible for the number of contracts necessary to post a 10-up market according to his quoting obligation when such a market was based on a customer's order for size less than 10 contracts.

**TERRA NOVA FINANCIAL, LLC PENNY STOCK TRADING DISCLOSURE**

The risk of loss in trading of penny stocks can be substantial. **Terra Nova Financial, LLC does not provide investment advice, recommendations, tax advice or legal advice regarding the suitability of penny stocks, a particular execution venue or the profitability of a transaction or investment.**

Other persons, such as educators, newsletter writers, other broker/dealers, independent contractors or other customers, who make investment recommendations or suggestions or who provide Terra Nova Financial, LLC with names of prospective customers, are not permitted to solicit or accept accounts or orders or to act or say anything on behalf of Terra Nova Financial, LLC. Furthermore, Terra Nova Financial, LLC is not responsible for the accuracy or completeness of any information or advice you may have received or receive in the future from any person not employed by Terra Nova Financial, LLC regarding stock, stock option, commodity or commodity option trading or the risks involved in such trading, and Terra Nova Financial, LLC is not be responsible for any loss to you resulting from any firm or individual supplying you with advice or information such as quote data, position information, etc.

**IMPORTANT INFORMATION ON PENNY STOCKS**

**Penny stocks can be very risky.** Trading in penny stocks may result in the loss of part or all of your investment. Because of significant volatility, large dealer spreads and very limited market liquidity, you understand that typically you will not be able to sell a penny stock immediately back to the dealer at the same price it sold the stock to you. In some cases, the stock may fall quickly in value. Likewise, prices often are not available.

Penny stocks are low-priced shares of small companies not traded on an exchange or quoted on NASDAQ. Generally, a penny stock is a security that:

- Is priced under five dollars;
- Is **not** traded on a national stock exchange or on NASDAQ;
- May be listed in the "pink sheets" or FINRA's OTC Bulletin Board;
- Is issued by a company that has less than \$5 million in net tangible assets and has been in business less than 3 years, by a company that has under \$2 million in net tangible assets and has been in business for at least three years, or by a company that has revenue of \$6 million for 3 years.

## **TERRA NOVA FINANCIAL, LLC PRIVACY POLICY DISCLOSURE**

### **Your Privacy Is Our Priority A Guide to How We Protect and Utilize Customer Information**

#### **Protecting Your Privacy**

At Terra Nova Financial, LLC ("Terra Nova"), earning and keeping your trust is at the core of our business. We are committed to protecting the personal and financial information you've entrusted to us. In accordance with federal privacy regulations, we would like to share with you the principles and policies that we use to ensure the privacy of customer information.

#### **Our Pledge To You**

While information plays a large role in our ability to provide superior service, we know that our most important asset is our customers' confidence in us. Keeping customer information secure, and using it only as our customers would want us to, are matters of principle for all of us at Terra Nova. With this in mind, here is our pledge to each and every Terra Nova customer.

We will:

- Respect the trust you place in us and the confidential nature of the information you provide through your financial relationship with us.
- Limit the collection and use of customer information to what we believe would be useful to service your accounts, administer our business, or tell you about our services.
- Restrict employee access to customer information to those who need to know in order to provide services to you.
- Educate our employees to reinforce the importance of confidentiality and customer privacy.
- Maintain appropriate security standards and procedures to protect information about you.
- Respond quickly to your request to correct inaccurate information.

You can count on us to protect the privacy of the information you have entrusted to us and to provide you with the responsive, professional service you deserve.

#### **Information We Collect**

The information we collect and maintain about you comes primarily from you during the course of your doing business with Terra Nova. This personal information, not available publicly, comes from the following sources:

- Information you provide to us when you fill out account opening documents, complete a form, or make a request for services. This includes your name, address, age, Social Security Number, investment objectives, investment experience, assets and income.
- Information from your transactions with us, such as your account balance, account usage and margin loan history.
- Information obtained from others, such as credit reporting agencies.

#### **How Information Helps Both You and Us**

Our mission is clear: to help you reach your financial goals. Information about you and your accounts plays a key role in our ability to succeed in this mission. It also helps us service your accounts and administer our business.

For example, we use information about you to:

- Respond more accurately and efficiently to your requests.
- Identify opportunities to give you more convenience and control by developing new services that may benefit you.
- Secure your accounts and help protect you and Terra Nova from fraud.

#### **Keeping Information Safe**

We limit access to the information we have about you to those employees who need to know to provide you with services to help you meet your financial needs. We maintain appropriate physical, electronic and procedural safeguards to protect your information.

#### **The Importance of Being Accurate**

We have security standards and procedures in place designed to prevent unauthorized access to your accounts and personal information. A key part of this process ensures that all information we have about you is accurate and up-to-date. If you ever discover inaccuracies in our data or if your personal information changes, we urge you to notify us immediately.

### **We Limit The Sharing Of Information**

To protect your privacy, we limit the information we share outside Terra Nova. We conduct our business with great respect for the confidential nature of the information being provided. We will not share information about you except as outlined below.

### **Sharing Information With Companies Who Help Us Provide You Services**

We may share the information described under the section captioned "Information We Collect" with companies external to Terra Nova to complete a transaction you have requested or to help us service your account. We are highly selective in choosing these companies. All companies with whom we do business are contractually obligated to comply with strict standards regarding security and confidentiality, and the information can be used only for the sole purpose of providing the service we have requested the company to perform.

Examples of the types of outside companies with which we may share information include non-financial companies that perform services for us such as data processing and companies that perform securities execution and clearing services on our behalf.

### **Sharing Information With Our Affiliates**

Terra Nova and certain of its affiliates provide financial products and services to customers. By allowing us to share information about you and the products and services you obtain from us we are better able to serve your financial needs. We may share the information described under the section captioned "Information We Collect" among our affiliated companies that provide financial services, such as The MarketWise Trading School, L.L.C., which provides trading and investing educational services.

### **Sharing Information In Other Situations**

We may share the information described under the section captioned "Information We Collect" when we are permitted or required by law. Examples include responding to a subpoena, conducting a fraud investigation or reporting to a credit bureau. We also may share this information when authorized by you.

### **An Ongoing Commitment To Your Privacy**

We are just as committed to protecting the privacy of our former customers as we are our current customers. If you choose to close your account(s) or become an inactive customer, you will continue to be protected by the privacy policies and principles described in this policy.

### **A Tip From Us**

Many customers wish to reduce the amount of advertising that they receive from other companies—both by mail and by phone. One way to do this is to go to the Direct Marketing Association website at [www.dmchoice.org](http://www.dmchoice.org) and register your mail preferences with them.

At Terra Nova Financial, LLC, your business is important to us, and we promise to do our best to safeguard your financial assets and personal and financial information about you. If at any time we can help you further, please do not hesitate to call your registered representative.

All securities offered by Terra Nova Financial, LLC, Member FINRA, NFA, SIPC, NYSE Arca & ISE.

## **Terra Nova Financial, LLC** **Business Continuity Plan**

### **Summary of Plan**

Terra Nova Financial, LLC has developed a business continuity plan that is designed as a backup to our primary business facilities and allows the firm to promptly recover from a significant business disruption (SBD) in order to restore essential business functions in the event of an emergency.

This plan addresses risks associated with the firm's systems platform, communications, premises and other external factors. The following has been documented:

- Emergency management procedures
- Customer and Firm Asset Protection
- Staffing requirements and employee communications
- Critical system resources and data recovery
- Network communications
- Continued Business Operations

Alternate facilities have been contracted or established in Illinois to serve as recovery sites. Network, data and communications backup is provided through the data center of a major recovery provider, Sungard Recovery Services, LP.

In the event of a SBD, the Firm plans to send its customers and its correspondent firms an email from our back-up customer database stored at a remote location informing them of the situation and how to contact the Firm. Customers and correspondent firms may also be notified via the company's website which will also be run from a remote location. In the event that neither of the above methods of communication are available to the Firm, the Firm will assess which means of communication are still available to it, and use the means closest in speed and form (written or oral) to the means that the Firm has used in the past to communicate with its customers. Customers will also have the ability to obtain information about accounts and instructions on how to acquire access to funds by calling 1-866-866-6546.

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 24 hours. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within 72 hours.

This plan is intended to comply with the rules set forth by the Financial Industry Regulatory Authority ("[FINRA](#)"), the Securities and Exchange Commission ("[SEC](#)"), and the Securities Investor Protection Corporation ("[SIPC](#)").

Terra Nova identifies and maintains the recovery requirements and procedures for its key business areas. Senior management reviews and updates the plans and recovery priorities on a regular basis. The plan is also tested on an ongoing basis.

This plan is subject to modification and when any material modifications occur, an updated summary of the plan will be promptly posted on Terra Nova's web site and you may also obtain an updated summary by requesting a written copy by mail.

**Updated:** January 2009