

**7. CUSTOMER AGREEMENT AND SIGNATURE**

To JRL Capital Corporation:

I am at least 18 years of age and am of full legal age in the state in which I reside. In consideration of your accepting one or more accounts, I hereby acknowledge that I have read, understood and agree to the terms set forth in the Customer Agreement herein. I understand that upon issuer's request, in accordance with applicable rules and regulations, my Broker/Dealer will disclose my name to issuers of securities if securities are held in my account so that I can receive important information unless I do not consent to disclosure, and I will notify my Broker/Dealer if I do not consent (I may not be able to object to this disclosure for certain securities issued by investment companies that are registered under the Investment Company Act of 1940, or as required by law).

If I have not checked the box for Affiliations, I represent and warrant that I am not affiliated with or employed by a stock exchange or a broker/dealer or I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policy-making officer), or an immediate family or household member of such a person.

I understand that telephone calls to my Broker/Dealer may be recorded, and I hereby consent to such recording. Reports of executions of orders and statements of my account shall be conclusive if not objected to in writing within five (5) days and ten (10) days, respectively, after transmitted to me by mail or otherwise.

I understand that it is my responsibility to read the prospectus or disclosure document, as applicable, for any mutual fund which I purchase or exchange or Bank Deposit Sweep Program into which I have funds transferred or invest. I understand that it is my responsibility to read the prospectus or disclosure document, as applicable, for all investments made in this account.

If I am a U.S. citizen, U.S. resident alien or other U.S. person (as defined in the instructions to IRS Form W-9), I certify under penalties of perjury that: (1) the Social Security Number or Taxpayer Identification Number that I provided on this application is correct (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding for failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. citizen or other U.S. person, including a U.S. resident alien.

**\_\_\_\_\_ If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, you must check here to indicate that you do not certify item 2 above.**

If I am not a U.S. citizen, U.S. resident alien or other U.S. person, I am submitting the applicable Form W-8 with this form to certify my foreign status and, if applicable, claim tax treaty benefits.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Credit Information: JRL CAPITAL Corporation may exchange credit information about me (us) with others when establishing the account. You may request a credit report on me (us) and, if I (we) ask, you will tell me (us) the name and address of the consumer reporting agency that furnished it. Please reference the Privacy Notice.

Joint Accounts: If this is a joint account, "I" refers to all account holders, and each of the account holders jointly and severally agrees that any account holder has authority on behalf of the joint account to authorize any action required to initiate trades, make investments or manage the affairs of the account without notice to the other account participants

**I REPRESENT THAT THE ABOVE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND COMPLETE AND I HAVE READ THE TERMS AND CONDITIONS GOVERNING THIS ACCOUNT AND AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS AS CURRENTLY IN EFFECT AND AS MAY BE AMENDED FROM TIME TO TIME. THIS ACCOUNT IS GOVERNED BY A PRE-DISPUTE ARBITRATION AGREEMENT WHICH IS ENCLOSED. I ACKNOWLEDGE RECEIPT OF THE PRE-DISPUTE ARBITRATION AGREEMENT.**

**PLEASE INITIAL:**

\_\_\_\_\_ Customer Acknowledges that neither JRL nor its Registered Reps provide tax, accounting or legal advice on any matter, and that any referral to such professional resources is for the benefit of the Customer and does not constitute advice given by JRL or its Reps.

\_\_\_\_\_ Customer Acknowledges that they and their tax and legal professional are responsible for all decisions regarding tax, accounting and legal matters.

\_\_\_\_\_ Customer Acknowledges receipt of JRL Privacy Notice, Business Continuity Plan Disclosure and Client Relationship Summary (Form CRS).

\_\_\_\_\_ Customer Acknowledges that they have received a complete copy of this Application Document.

\_\_\_\_\_ Customer Acknowledges that JRL does not carry Errors & Omission or Malpractice Insurance.

SIGNATURES. All account holders (owners and authorized individuals) must sign and date in accordance with the signature requirements outlined in the account's supporting documents.

**X**  
 \_\_\_\_\_  
 1. SIGNATURE DATE PRINT NAME

**X**  
 \_\_\_\_\_  
 2. SIGNATURE DATE PRINT NAME

**X**  
 \_\_\_\_\_  
 3. SIGNATURE DATE PRINT NAME

Account accepted in accordance with firm policies.		
_____	_____	_____
REGISTERED REP SIGNATURE	PRINT NAME/REP NUMBER	DATE
_____	_____	_____
REGISTERED REP SIGNATURE	PRINT NAME/REP NUMBER	DATE
_____	_____	_____
OSJ PRINCIPAL SIGNATURE	PRINT NAME	DATE

**Brokerage Account  
Pre-Dispute  
Arbitration Agreement**

THIS ACCOUNT IS SUBJECT TO THE ARBITRATION RULES OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, ARBITRATION IS USED TO RESOLVE A DISPUTE BETWEEN TWO PARTIES. BECAUSE CONTROVERSIES INVOLVING BROKERAGE FIRMS OFTEN INVOLVE COMPLICATED ISSUES, ARBITRATION FORUMS WERE CONCEIVED BY THE SECURITIES AND EXCHANGE COMMISSIONS AND THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, TO PROVIDE AN ALTERNATIVE DISPUTE RESOLUTION MECHANISM FOR INVESTORS WHICH IS USUALLY MORE EFFICIENT AND LESS COSTLY THAN COURT LITIGATION. I AM AWARE OF THE FOLLOWING:

- A. 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.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award 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.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.
- F. I agree that arbitration will be held in Orange County, California.

I agree that all controversies that may arise between us concerning any order or transaction, or the continuation, performance or breach of this or any other agreement between us, whether entered into before, on or after the date this account is opened, shall be determined by arbitration before a panel of independent arbitrators set up by either the American Arbitration Association or Financial Industry Regulatory Authority, as may be required by the rules of the Financial Industry Regulatory Authority. If I do not notify you in writing within five (5) days after I receive from you a written demand for arbitration, then I authorize you to make such a designation on my behalf. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any 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 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; 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.

**Initials: Applicant: \_\_\_\_\_ Co-Applicant: \_\_\_\_\_**

## **Consumer Privacy Notice**

This notice is being provided on behalf of JRL Capital Management Group, and the following subsidiaries and affiliates:

JRL Capital Corporation (Broker/Dealer)  
JRL Capital Advisors, LLC (RIA)  
The Financial Team, Inc.

Capstone Wealth Planning  
Golden Lion Capital

Sandfer Fikert & Associates LLP  
Hillard Rest Associates

In this notice, JRL Capital Management and the above listed subsidiaries, non-related affiliates, or advisor DBAs are referred to collectively as “JRL Affiliates”, “us”, or “our” and individually as “JRL”.

JRL Affiliates strongly believe in protecting the confidentiality and security of information we collect about individuals and entities it does business with. This notice describes the privacy policy followed by each JRL Affiliate regarding:

- how we treat information we receive (“Information”) about individuals or entities who apply for or obtain our products or services (“Customers”); and
- the third parties with whom we may share this Information.

### **INFORMATION WE COLLECT**

“Nonpublic Personal Information” is nonpublic information about the Customers that we obtain in connection with providing a financial product or service to the Customer for personal, family, or household purposes.

We collect Nonpublic Personal Information about Customers from the following sources:

- Information provided to us directly by a Customer on an application or other form in connection with our products or services. This may include but not be limited to: name, address, social security number, assets, and income.
- Information about a Customer’s transactions with us, our affiliates, or others, such as account balance, payment history, parties to a transaction, credit/debit card usage, and insurance policy coverage and premiums.

### **INFORMATION DISCLOSED TO THIRD PARTIES**

We do not disclose any Nonpublic Personal Information about our Customers or former Customers to anyone, except as permitted by law or required by regulatory agencies.

### **INFORMATION WE PROVIDE TO OUR SERVICE PROVIDERS AND JOINT MARKETING PARTNERS**

We may disclose all of the Information we collect, as described above, to nonaffiliated companies that perform services on our behalf, or to other financial institutions related to a Customer’s transactions. For example, Information may be disclosed to others to enable them to provide business services for us, such as helping us to evaluate requests for products or services, performing general administrative activities for us, and assisting us in processing a transaction requested by a Customer.

### **DISCLOSURE FOR INFORMATION ABOUT FORMER CUSTOMERS**

If a Customer decides to close an account or otherwise becomes an inactive Customer, we will continue to follow privacy practices described in this notice with respect to such Customer.

### **PROTECTING CONFIDENTIALITY AND SECURITY**

We treat Information in a confidential manner. Our employees are required to protect the confidentiality of Information. Employees may access Information only when there is an appropriate reason to do so, such as administer or offer our products and services. Employees are subject to disciplinary rules if they do not comply with our policies. We also maintain physical, electronic, and procedural safeguards to protect Information; these safeguards comply with all applicable laws. Our commitment ensures that we provide privacy and safety for our Customers.

### **DISCLOSURE**

JRL does not carry Errors & Omission or Malpractice Insurance.

### **CONTACTING FINRA:**

Customers can contact FINRA at [www.finra.org](http://www.finra.org) and then bring up the link to “Investor Help” for available information. You may also access a list of FINRA departments and phone numbers through the website at the “Contact Us” link. For Public Disclosure Information you may use the website or call 1-800-289-9999.

## JRL Capital Corporation Business Continuity Planning

JRL Capital Corporation has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

**Contacting Us** – If after a significant business disruption you cannot contact us as you usually do at 949-650-2928 or [larryl@jrlcap.com](mailto:larryl@jrlcap.com), you should call our alternative number 949-825-5010. If you cannot access us through either of those means, you should contact Hilltop Securities at (214) 859-9300 or your fund company directly for instructions on how to gain prompt access to funds and securities, enter orders and process other trade-related, cash, and security transfer transactions in your account.

**Our Business Continuity Plan** – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Each fund company backs up our important records in a geographically separate area with multiple redundancy. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firms that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within minutes in most cases. Your orders and requests for funds and securities could be delayed during this period.

**Varying Disruptions** – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within 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 24 hours. In either situation, we plan to continue in business, transfer operations to our clearing firms if necessary, and notify you through our customer emergency number, 303-756-8900 on how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities.

**For more information** – If you have questions about our business continuity planning, you can contact us at 949-650-2928 or [cindyl@jrlcap.com](mailto:cindyl@jrlcap.com).

Initials: Applicant \_\_\_\_\_ Co-Applicant \_\_\_\_\_

## Introduction

JRL Capital Corporation (JRL) is an introducing broker-dealer registered with the Securities & Exchange Commission (SEC) pursuant to the Securities & Exchange Act of 1934, a member of the Financial Industry Regulatory Authority (FINRA), and a member of the Securities Investor Protection Corporation (SIPC) (e.g., FINRA rule 2210). Clients can also call the JRL Office at 949-650-2928 and request updated information and a copy of the *relationship summary*.

JRL provides retail investors, like you, investment services to trade in market securities, fixed and variable investment contracts and alternative investments through full-service broker-dealers, custodians or investment sponsors on a transactional basis. JRL does not offer proprietary products to investors; does not hold investments for its own account or to sell or buy to or from clients; JRL does not offer sales incentives to its representatives to entice them to sell more product – the Firm has adopted a Best Interests operating model so clients can look to JRL Reps to provide investment options that address client’s needs. Brokerage and Advisory Services are different from each other, and the costs to investors are different. ***It is important that you understand the difference.***

**NOTE:** Free and simple tools are available to research firms like JRL, and the financial representatives associated with JRL. That information can easily be accessed at <https://www.investor.gov/CRS>. This site also provides information about broker-dealers and educational materials about investing.

## Relationships and Services - “What investment services and advice can you provide me?”

JRL understands that investors may utilize multiple B/D firms and Registered Reps for their investing needs. In addition to full investment service accounts, JRL also offers limited-service brokerage and investment accounts to *retail investors* as requested. JRL will make available to you a variety of brokerage account and investment product types to satisfy your individual needs, including:

- Brokerage Accounts at Custody Firms wherein the investor trades directly with that firm without JRL input.
- Brokerage Accounts at Custodians wherein you and the Rep discuss options, which you approve and the JRL Rep initiates the Investment options chosen.
- Accounts where investment decisions are made directly with the sponsor/custodian after discussions with the Rep.
- JRL will never make acquisitions or dispositions of investments on a discretionary basis for investor’s accounts, you must always direct the Rep in all purchase or sale actions for your account(s).
- The minimum account size JRL will agree to establish is \$250,000; exceptions may be granted by a managing Principal of the Firm.

In providing these services, neither JRL nor your Rep will *monitor* your account, provide account statements, or provide investment advice in a fiduciary capacity for compensation. Any advice provided in conjunction with brokerage services is incidental to JRL and the Reps in their role. JRL Reps will periodically review accounts upon the request of the client. Occasionally the Firm will refer clients to 3<sup>rd</sup> Party service providers that will act in a discretionary or limited discretionary capacity, however, neither JRL nor its Reps will ever have discretionary or limited discretionary authority over *retail client* accounts.

**For additional information**, please refer to the Regulation BI (Best Interests) Disclosures and specific Account Application Forms and Investment Subscription Documents.

### **Additional Investor Questions to ask Investment Professionals:**

- **Given my financial situation, should I choose a brokerage service for my needs? Why or why not?**
- **How will you choose investments to recommend to me?**
- **What is your relevant experience including licenses, education and other qualifications? What do these qualifications mean?**

## WHAT FEES WILL I PAY?

The varied investments you acquire will dictate the costs and fees that the you will incur. Depending on the clearing broker-dealer used, the simple purchase and sale of market securities will incur trading costs charged by that firm, and trading fees charged by the JRL Rep. Different investment sponsors might have fees for similar products that are higher or lower than those the JRL Rep shows the client. This difference in fees could create a conflict-of-interest for Reps. Investments acquired directly from investment sponsors (fixed and variable contracts, as well as private and alternative investments) will have a stated commission that is paid to JRL by the sponsor. In general, the following are the categories of costs and fees you, the *retail investor*, could see in a transaction:

- Trading costs – fees charged by the clearing broker-dealer for making a trade. A *retail investor* would see increased fees if there are more trades in his or her account, which could be looked at as the Firm having an incentive to encourage a *retail investor* to trade more often.

## SEC – Regulation BI – Form CRS – Client Relationship Summary

- Commissions and/or cost reimbursements – fees earned by the Rep for making the trade, or stated fees paid by the investment sponsor to JRL for placing your transaction. In some cases, commissions and cost reimbursements are paid by the investment sponsor and not charged to you, the investor, but the fees paid are in the investment.
- Loads, Contingent Deferred Sales Charges, Shareholder or Transfer Fees – fees charged by an Investment Fund company and paid to the clearing broker-dealer as part of the Fund's costs, which might be charged to you.
- Operating/Management costs of the fund or transaction being acquired.

In any case where a fee or commission could be payable to the Firm for its Reps, a natural conflict of interest exists as to cost and choice. As JRL only has a limited number of product and custodial relationships it uses in the financial services market, every possible option for investors related to product, services and costs is not available thru JRL. Clients can access options from many sources in the industry outside of JRL and the costs of doing business will likely be more, less or equal to that offered by JRL.

**Additional Information: You can find complete information on costs and fees in a) the prospectus for the investment being acquired, b) the Brokerage Account Client Agreement with the Clearing Broker-Dealer, c) the Client Information Brochure of the Custodian, and d) the Private Placement or Offering Memorandum of the Alternative Investment.**

**NOTE: You will pay fees and costs associated with the transaction whether you make or lose money on your investment. Fees and costs will reduce the amount of money you make on your investments over time. Please make sure you understand the fees and costs you are paying. Ask the question: Help me understand how the costs and fees might affect my investment. If I make a \$10,000 investment how much goes to fees and costs, and how much will be invested for me?**

**WHAT ARE THE LEGAL OBLIGATIONS OF JRL TO ME WHEN PROVIDING RECOMMENDATIONS? – Standard of Conduct**  
**“HOW ELSE DOES YOUR FIRM MAKE MONEY, AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?”**

*When we provide you with recommendations, we have to act in your best interest and not put our interests ahead of yours. At the same time, the way JRL makes money may create conflicts of interest. You should understand and ask us about these conflicts because they can affect the service JRL provides. Here are some examples to help you understand what this means: How might your conflicts of interest affect me, and how will you address them? Refer to the Broker-Dealer Standard Code of Conduct: [www.sec.gov](http://www.sec.gov).*

JRL does not sell proprietary products, it does not participate in sales contests or take 3<sup>rd</sup> party payments, it does not participate in revenue sharing and it does not hold any securities in which it participates in principal trading. Further, JRL does not hold any positions in securities that it sells to or acquires from any investors. The recommendations given and products shown to you are based on creating client solutions. JRL may receive, if available, small reimbursements from sponsors for due diligence costs. JRL has an affiliated Registered Investment Advisor that offers investments without commissions, but these accounts have advisory fees.

**HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?**

The reps licensed with JRL earn fees for trading activities and commissions paid by the sponsors for the investment products sold to investors. No revenue from sales contests or non-cash compensation are paid by the sponsor to JRL or the Reps. Once your needs are understood, each rep works with JRL management and compliance principals to determine what, if any, product is available to respond to your needs. All products and services available through JRL are put through a significant due diligence screening process to determine if they fit a specific client need before inclusion in the product platform of JRL. Continued inclusion on the JRL platform relies on follow-up reviews of the securities offered. Products sold to clients have a stated commission rate, as outlined in the PPM and in the transaction documents given to clients considering the investment. There is a specific fee paid for each transaction.

**Do you or your financial professionals have legal or disciplinary history? For what type of conduct?** Yes, there are disciplinary disclosures related to Reps of JRL as well as the Firm. More detailed information is available on the FINRA Website [www.finra.org](http://www.finra.org), and can be viewed by visiting <https://www.investor.gov/CRS> and going to the Broker Check link. The client should ask the question: ***“As a financial professional, do you have any disciplinary history? For what type of conduct?”***

**ADDITIONAL INFORMATION – Where can a retail investor find additional information about our services?**

**Ask the question: Who is my primary contact person? Is he or she a representative of a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?** Your primary contact person is your JRL Registered Representative. You may request up-to-date information and request a copy of this relationship summary from your representative or by calling 949-650-2928. Additional contacts are Larry Law, Principal/Owner – 949-650-2928 OR Jeffrey LaDouceur, OSJ Principal – 949-825-5010.

## **Glossary of Important Terms**

### **New Account Application Form**

(These are the definition of terms for the information fields to be filled out in this document)

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**Account Funding Source** – Where did the funds come from (source) to open this account?  
(e.g.; transfer, income, savings, inheritance, re-investment/roll-over funds, etc.)

**Client's Risk Tolerance** – State the Risk Tolerance for the specific investment noted on the SLT

**Client's Time Horizon** – State the approximate time the client is looking to hold this investment

**Estimated Net Worth** – The estimated value less encumbrances of a client's assets excluding the primary residence and personal belongings

**Liquid Net Worth** – The value of all client assets that are liquid or can become liquid within 30 days

**Total Investment Assets/Portfolio** – This is the total estimated net value of all clients invested assets  
(the client's primary residence is not considered investment assets)  
(loans/margin against any assets would decrease value by loan amount)