

Cambridge Investment Research, Inc. Form CRS

Cambridge Investment Research, Inc. ("Cambridge") is registered with the Securities and Exchange Commission ("SEC") as a broker-dealer. Brokerage and investment advisory services and fees differ and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at Investor.gov/CRS, which also provides education materials about broker-dealers, investment advisers, and investing. Please refer to the Form CRS of our affiliated registered investment advisor, Cambridge Investment Research Advisors, Inc., for information regarding investment advisory services.

What investment services and advice can you provide me?

Cambridge offers brokerage services to retail investors. These services include buying and selling securities, and investment recommendations to retail investors. We do not provide ongoing monitoring of your account, however, our financial professionals may voluntarily review your account on a periodic basis for purposes of providing buy, sell or hold recommendations. All recommendations regarding your commission account will be made in a broker dealer capacity. When we make a recommendation to you, we will expressly tell you orally which account we are discussing.

We offer a wide variety of investment products and types of investments. We do not impose account minimums.

For additional information, please visit the following:

- *Form CRS Supplement*; <https://www.joincambridge.com/information-for-investors/investor-resources/cambridge-disclosures/form-crs-supplement/>

Here are some questions you can use to start a conversation with your financial professional:

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

What fees will I pay?

You will pay a commission for purchasing or selling a security, which is a transaction-based fee. The amount of the commission is typically a percentage of the amount of money you invest. Depending on the product purchased, the commission will be charged as a one-time fee, either at the time of purchase or sale, and/or will be charged on an ongoing basis.

When you buy or sell your securities, you will be charged more when there are more trades in your account, and, therefore, there is an incentive to encourage you to trade more frequently. You will also typically pay other fees depending on your account type; these fees include custodian fees, account maintenance fees, transactional fees, and other ancillary fees that are outlined in the Form CRS supplement.

In addition, there are different fees related to different products, such as mutual funds, variable annuities, exchange traded funds, etc. Please refer to the prospectus for other details.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

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- *Form CRS Supplement*; <https://www.joincambridge.com/information-for-investors/investor-resources/cambridge-disclosures/form-crs-supplement/>

Here are some questions you can use to start a conversation with your financial professional:

- Help me understand how these fees and costs might affect my investments.
- If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

What are your legal obligations to me when providing recommendations? How else does your firm make money and what conflicts of interest do you have?

When we provide you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations we provide you. Here are some examples to help you understand what this means.

- Revenue sharing – some sponsors or managers of investments share a portion of the revenue they earn on those investments with us, as do some clearing firms with respect to revenue they earn from clearing transactions in your accounts based on clearing fees increased on our behalf. This creates an incentive to recommend a particular sponsor, manager, or clearing firm.
- Third Party Payments

For additional information, please visit the following:

- **Form CRS Supplement**: <https://www.joincambridge.com/information-for-investors/investor-resources/cambridge-disclosures/form-crs-supplement/>

Here is a question you can use to start a conversation with your financial professional:

- How might your conflicts of interest affect me, and how will you address them?

How do your financial professionals make money?

Our financial professionals receive commissions for products purchased or sold, and this commission will vary based on the type of product, the amount of your assets, and the time and complexity required to meet your needs. Certain financial professionals will also receive cash or non-cash compensation, such as merchandise, gifts, technology, travel expenses, and lodging, directly from product providers and sponsors as further detailed in the Form CRS Supplement.

Some products pay a higher commission than others; therefore, your financial professional has a conflict of interest to recommend a product that pays higher compensation. Financial professionals who receive cash or non-cash compensation have an incentive to sell more of that sponsor or manager's products.

Do you or your financial professionals have legal or disciplinary history?

Yes. Visit [Investor.gov](https://www.investor.gov)/CRS for a free and simple search tool to research us and our financial professionals.

Here is a question you can use to start a conversation with your financial professional:

- As a financial professional, do you have any disciplinary history? For what type of conduct?

Additional Information

For additional information, please visit the following:

- **Form CRS Supplement**: <https://www.joincambridge.com/information-for-investors/investor-resources/cambridge-disclosures/form-crs-supplement/>

If you would like additional, up-to-date information or a copy of this disclosure, please call 888-245-0452.

Here are some questions you can use to start a conversation with your financial professional:

- Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer?
- Who can I talk to if I have concerns about how this person is treating me?

CAMBRIDGE CLIENT AGREEMENT

TO: CAMBRIDGE INVESTMENT RESEARCH, INC. (CAMBRIDGE) IN CONSIDERATION OF CAMBRIDGE EFFECTING SECURITIES TRADES FOR MY ACCOUNT AND/OR PERFORMING INVESTMENT SUPERVISORY SERVICES, I AGREE AS FOLLOWS:

1. Nature of Services Provided: I understand that all information supplied by the undersigned will be subject to verification and that the information on this application is correct. I understand that I have entered into a binding agreement with Cambridge, a broker-dealer and member FINRA and SIPC, and have established an account with Cambridge. Therefore, I understand that I should not deliver cash, traveler's checks, or money orders or make checks payable to my financial professional or his/her business entity to purchase securities.

2. Authority and Ownership: I have the required legal capacity, am authorized to enter into this Client Agreement, and have obtained and will provide Cambridge with all necessary authorizations from third parties to open accounts and effect transactions in securities under this Client Agreement. I will be the owner of securities purchased, held, and sold by me through Cambridge.

3. No Advice: I understand that Cambridge provides no tax or legal advice and that my financial professional may provide tax or legal advice in his/her separate capacities as a CPA, enrolled agent, or attorney.

4. Appointment of Cambridge as Agent: Cambridge is a registered broker-dealer. I appoint Cambridge as my agent for the purpose of carrying out my directions with respect to the purchase or sale of securities. To carry out its duties, Cambridge is authorized to open or close brokerage accounts, place and withdraw orders, provide information to third parties, and take such other steps as are reasonable to carry out my directions. As applicable, I authorize Cambridge to retrieve my historical transaction and position data from former broker-dealers and/or product sponsors where my account(s) are or have been held, and from Albridge Solutions.

5. Abandoned or House Accounts: If it is determined that your account no longer has a registered representative of Cambridge associated with it, then Cambridge will code your account as a House account and will provide you with separate written notification that Cambridge does not have internal staff to monitor House accounts. With the notification that your account has been assigned as a House account, Cambridge will explain your options for transfer or liquidation of your account and indicate a deadline for such transfer or liquidation. If you fail to respond in a timely manner to Cambridge's notification and request for you to provide transfer or liquidation instructions, then Cambridge is authorized to liquidate all positions in your account and will send a check to you at the address of record for your account in the amount of the liquidation proceeds less the payment of all debits and costs of liquidation.

6. Extraordinary Events: Cambridge shall not be liable for loss caused directly or indirectly by war, terrorism, natural disasters, government restrictions, exchange or market rulings, or other conditions beyond Cambridge's control, including but not limited to extreme market volatility or trading volumes.

7. Joint Accounts (not Inclusive of Joint Tenants in Common Registrations): If this account is owned or controlled by more than one individual or entity, "I" refers to all account owners, and each of the account owners jointly and severally agree that any account owner has authority on behalf of the joint account to:

- buy, sell (including short sales), and otherwise deal in stocks, bonds, options, and other eligible securities or other investments on margin or otherwise;
- receive demands, notices, confirmations, reports, statements of account, and communications of every kind on behalf of the joint account;
- receive money, securities, and property of every kind and dispose of the same on behalf of the joint account;

- make agreements relating to any of the foregoing matters and to terminate, modify, or waive any of the provisions of the Agreement on behalf of the joint account; and
- deal with Cambridge as fully and completely as if (s)he alone were interested in this account and without notice to the other account owners.

All obligations and liabilities arising in connection with this account and Client Agreement are joint and several and may be enforced by Cambridge against any or all account owners. Cambridge is authorized to follow the instructions of any joint account owner, without notice to any other account owner, in every respect, and to deliver any or all monies, securities, or other property to any joint account owner upon the instructions of any joint account owner, or to any other person upon such instructions, even if such delivery or payment is to that joint owner personally and not the other(s). Cambridge will be under no obligation to inquire into the purpose or propriety of such delivery or payment and is not bound to inquire into the disposition or application of such delivery or payment. This authority remains in force until written notice to the contrary is addressed to Cambridge and delivered to its office. Cambridge, in its sole discretion and for its sole protection, may terminate the account upon receipt of such notice and may, but need not, require the written consent of all account owners prior to action upon the instructions of any account owner.

8. Governing Law: This Client Agreement and its enforcement shall be governed by the laws of the state of Iowa without giving effect to the conflicts of law provisions thereof; shall cover individually and collectively all accounts I may open or reopen with Cambridge, and shall inure to the benefit of Cambridge's successors and assigns, whether by merger, consolidation, or otherwise, and Cambridge may transfer such account of the undersigned to Cambridge's successors and assigns, and this Client Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

9. Amendments: Cambridge may amend the terms and conditions set forth in this Client Agreement in any respect from time to time and any such amendments shall become effective immediately upon providing written notice to you at your last known address, including an electronic address if authorized by you, as shown in the records of Cambridge. Your continued account activity constitutes your agreement to be bound by such amendments to these terms and conditions.

10. Compensation for Routing Orders: Please be advised that Cambridge will receive remuneration, compensation, or other consideration for directing client orders to particular broker-dealers or market centers for execution. Unpriced orders can be executed at prices superior to the displayed national best bid or offer and the time the order is received. The source and nature of any compensation received in connection with your particular transaction will be furnished upon request to Cambridge. A detailed explanation of order routing will be provided to you on an annual basis.

11. Service Charges: Cambridge and its clearing firms may charge certain fees or service charges from time to time for services including, but not limited to, wire fees, overnight check fees, annual custody and recordkeeping fees, stop payment fees, bounced check fees, extensions, physical delivery of securities, inactive account fees, account closing fees, paper statement fees, paper confirm fees, and voluntary account transfers. Cambridge and its clearing firms, upon 30 days written notification, may modify any fees or service charges applicable.

You should contact your financial professional or the Cambridge Operations Department at 888-245-0452 to determine the full range of fees charged and the amount of any specific fee.

12. FINRA Disclosure Program: The Financial Industry Regulatory Authority (FINRA) requires that Cambridge provide the following information concerning FINRA's public disclosure program: FINRA's public disclosure program hotline number is 800-289-9999; FINRA's website address is www.finra.org. An investor brochure that includes information describing the public disclosure program may be obtained from FINRA.

13. SIPC Member Disclosure: Cambridge is a member of the Securities Investor Protection Corporation (SIPC). You may obtain information about SIPC including the SIPC Brochure at www.sipc.org, or by phone at 202-371-8300.

14. Concerns or Complaints: If you have any concerns or complaints regarding your account, you may contact Cambridge's Compliance Department directly at 800-777-6080. Any correspondence should be directed to: Cambridge Investment Research, Inc., Attn.: Compliance Department, 1776 Pleasant Plain Road, Fairfield, Iowa, 52556.

15. Communication: All communications sent to the account address of record, whether by mail, telegraph, messenger, or email address provided on the Client Information and Suitability Form, or otherwise, shall be deemed given to the undersigned personally, whether actually received or not. I agree that Cambridge may send all communications by email if I provide an email address. Cambridge may continue to send communications to the email address on the Client Information and Suitability Form until Cambridge is notified in writing of a new email address or that I will no longer have an email address.

16. Cost Basis Alternative Disposal Methods (ADMS):

Highest Cost (HICO) – Shares with the highest purchase price are redeemed first.

Highest Cost, Long-term (HICL) – Shares purchased more than one year ago with the highest purchase price are redeemed first. If no or an inadequate number of long-term shares are identified, then the short-term shares with the highest purchase price will be redeemed.

Highest Cost, Short-term (HICS) – Shares purchased less than one year ago with the highest purchase price are redeemed first. If no or an inadequate number of short-term shares are identified, then the long-term shares with the highest purchase price will be redeemed.

First In, First Out (FIFO) – Shares with the earliest purchase date are the first shares redeemed.

Last In, First Out (LIFO) – Shares with the most recent purchase date are the first shares redeemed.

Lowest Cost (LOCO) – Shares with the lowest purchase price are redeemed first.

Lowest Cost, Long-term (LOCL) – Shares purchased more than one year ago with the lowest purchase price are redeemed first. If no or an inadequate number of long-term shares are identified, then the short-term shares with the lowest purchase price will be redeemed.

Lowest Cost, Short-term (LOCS) – Shares purchased less than one year ago with the lowest purchase price are redeemed first. If no or an inadequate number of short-term shares are identified, then the long-term shares with the lowest purchase price will be redeemed.

Tax Sensitive (TXSN) – NFS Only – A global rate (35 percent short-term and 15 percent long-term) will be used to calculate short-term and long-term gain or loss. The tax rate will be multiplied by gross gain or loss to determine tax liability. The tax liability divided by quantity will result in the tax per share.

The lot with the lowest tax per share is depleted first.

17. Net Investable Assets

A definition of investable assets includes:

- (i) securities (as defined in the Securities Act), except for securities of issuers controlled by the Investor ("Control Securities"), (exceptions apply, see Compliance);
- (ii) futures contracts or options thereon held for investment purposes;
- (iii) physical commodities held for investment purposes;
- (iv) swaps and other similar financial contracts entered into for investment purposes;
- (v) real estate held for investment purposes; and
- (vi) cash and cash equivalents held for investment purposes.

18. Pre-dispute Arbitration and Disclosure Agreement

The following disclosure is required by various regulatory bodies but should not limit the applicability of the following arbitration provision to or in any claim or controversy which may arise between you and Cambridge. This Agreement contains a predispute arbitration agreement, the parties agree as follows:

- 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, are hereby incorporated into this Agreement.
- h. Pre-arbitration discovery is generally more limited than and different from court proceedings.
- i. Any party's right to appeal or seek modifications of rulings of the arbitrators is strictly limited.
- j. 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. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and the parties expressly agree that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators. This agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws.

- k. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, are hereby incorporated into this Agreement.
- l. The award of the arbitrators or of the majority of them shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.
- m. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until:
 - 1. the class certification is denied; or
 - 2. the class is decertified; or
 - 3. the client 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. You agree, and in consideration of Cambridge carrying an account for you, Cambridge agrees, that all controversies which may arise between us, including any dispute involving Cambridge's present or former agents, employees, officers, and directors and including, but not limited to, those involving transactions in any account you have individually or jointly with or on behalf of another party at Cambridge, including those in which you have a beneficial interest, or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on, or subsequent to the date hereof, shall be fully and finally determined by binding arbitration conducted before, and only before, the arbitration panel set up by the Financial Industry Regulatory Authority (FINRA) in accordance with its arbitration procedures. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the laws of the state of Iowa.

- A copy of this arbitration agreement is hereby given to you, who shall acknowledge receipt thereof on this Agreement.
- If you file a complaint in court against Cambridge that contains claims that are subject to arbitration pursuant to this arbitration agreement, Cambridge may seek to compel arbitration of the claims that are subject to arbitration. If Cambridge seeks to compel arbitration of such claims, Cambridge must agree to arbitrate all of the claims contained in the complaint if you so request. If Cambridge seeks to compel arbitration of the claims you have filed in court that are subject to arbitration, you expressly agree to reimburse all fees, costs, and expenses incurred by Cambridge to enforce the arbitration provisions of this Agreement unless FINRA arbitration procedures permit the claim to be filed in court or enforcement of this provision would limit or contradict FINRA arbitration procedures.

By signing the Client Information and Suitability Form, you acknowledge that you are aware that this agreement contains a binding arbitration provision that may be enforced by the parties.

19. Investment Information About Procedures for Opening a New Account

with Cambridge: 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 does this mean to you? When you open an account, Cambridge will ask for your name, address, date of birth, and other information that will allow us to identify you. Cambridge will also ask to see your driver's license or other identifying documents and record specific information on your account application in order to comply with federal law, unless circumstances provide for non-documentary verification. If Cambridge must use the non-documentary verification procedure, your signature(s) below, serves as your written authorization to us to proceed with non-documentary identification verification. If you refuse to authorize us to verify your identity, Cambridge, at its discretion, may refuse to accept your account pursuant to the requirements of, and in compliance with, the USA PATRIOT Act, Section 326 - Customer Identification Program.

20. Investment Objective Definitions:

Current Income – Investors who have a primary investment goal of a predictable stream of current income. These investors seek investments that will, to the extent possible, protect their principal investment from market fluctuations.

High Current Income – Investors who have a primary investment goal of immediate income from their investments. These investors seek income producing investments.

Growth and Income – Investors who have a primary investment goal of both appreciation of their principal investment and some current income. These investors are willing to accept moderate risk and potential loss of principal during market fluctuations, or potential loss of principal and illiquidity in their investments.

Growth – Investors who have a primary investment goal of appreciation of their principal investment and little focus on current income. These investors use this approach seeking increases in market value but are also willing to accept moderate to high risk and potential loss of principal during market fluctuations, or potential loss of principal and illiquidity of their investments.

Speculation – Investors who have a primary investment goal of maximum appreciation of their principal investment and short-term trading profits. These investors also accept the maximum risks associated with speculative investments, including the potential for an entire loss of principal and illiquidity of their investments.

21. Secondary Investment Objectives: Secondary investment objectives allow for additional investments to be made outside of the primary investment objective for the registration/ account(s). This additional investment, while outside of the objective identified above, represents a small percentage of the portfolio and thereby does not affect the overall investment objective.

22. Risk Tolerance Definitions:

Conservative – Investor is seeking to preserve principal in their account with minimal risk. These investors are willing to accept lower income or returns, and their account may not keep pace with inflation.

Moderate-Conservative – Investor is willing to accept low risk to their initial principal, including low volatility, to seek a modest level of portfolio returns.

Moderate – Investor is willing to accept some risk to their initial principal and tolerate some volatility to seek higher returns. These investors understand money invested could be lost due to market fluctuation.

Moderate-Aggressive – Investor is willing to accept significant risk to their initial principal, including high volatility, to seek higher returns over long-term investing. These investors may endure large losses in favor of potentially higher long-term returns.

Aggressive – Investor is willing to accept maximum risk to their initial principal to aggressively seek maximum returns. These investors understand that most, or all, of the money invested potentially could be lost.

23. Cash Sweep Information: Cash Sweep options are offered to help you manage uninvested funds in your account. Uninvested funds may consist of any cash deposited for or held in anticipation of securities purchases, any income and distributions from investments held in your account, and any proceeds from the sale of securities ("Cash Sweep Balance"). Unless and until you direct otherwise, your Cash Sweep Balances will be swept into the Cash Sweep option you selected, or as otherwise directed by you, on the Client Information and Suitability Form. If, for reasons beyond Cambridge's control (including but not limited to: certain market events, contractual requirements, or regulatory conditions), your Cash Sweep Balance cannot be swept into or maintained in the Cash Sweep option you selected, then you agree that Cambridge may transfer your Cash Sweep Balance to another Cash Sweep option, selected by Cambridge and available to Cambridge at the time the previously selected Cash Sweep option ceases to be available. Should such an occurrence arise, Cambridge will provide a written, 30-day advance notice to you. If and when the Cash Sweep option you had previously chosen becomes available again, Cambridge will transfer your current and all future Cash Sweep Balances to your initial Cash Sweep option.

Cambridge Investment Research, Inc. Insured Bank Deposit Program: The Cambridge Investment Research, Inc. Insured Bank Deposit Program ("Insured Bank Deposit Program" or "Program") is designed to allow you to take advantage of the insurance provided through the Federal Deposit Insurance Corporation ("FDIC"). This option is available to individuals, certain non-profit organizations, certain fiduciaries and trusts, and business entities including corporations, limited liability companies, and partnerships. Certain custodial individual retirement accounts may also be eligible for this option. Eligibility for the Insured Bank Deposit Program is subject to the limitations described in the Program documents. We reserve the right to amend the Program eligibility requirements at any time. Please check with your financial professional if you have questions about the eligibility of your account. If your account is enrolled in the Program, an additional letter summarizing the Program, rates of interest, and the various banks participating in the Program (the Cambridge Investment Research, Inc. Insured Bank Deposit Program Disclosure Document) will be mailed to your address of record. For detailed information, including a listing of banks, interest rates, revenue sharing disclosures, or more information on the Insured Bank Deposit Program, please visit the "Cambridge Disclosures" section on www.JoinCambridge.com.

If you wish to opt out of a particular bank in order to maximize your FDIC insurance coverage, please contact your financial professional or call Cambridge Partner Support directly at 888-245-0452.

FDIC insurance is available on the Cash Sweep Balance in your account only, and does not apply to investment products held in your account. For more information about the FDIC, please visit www.fdic.gov.

For Pershing accounts only: If your account is not eligible for Insured Bank Deposit Program, then the Federated Government Reserves Fund (GRFXX) or Federated Trust for U.S. Treasury Obligations (TCSXX) may be used.

For NFS accounts only: If your account is not eligible for Insured Bank Deposit Program, then the Fidelity Government Reserves Fund (FZAXX) or Fidelity Treasury fund (FZFXX) may be used.

24. Liquidity Needs:

Annual expenses - might include mortgage payments, rent, long-term debts, utilities, alimony or child support payments, etc.

Special expenses - might include a home purchase, remodeling a home, a car purchase, education, medical expenses, etc.

25. Trusted Contact: If we are unable to reach you or have concerns about your health, you authorize us, but not require us, to contact the person listed on page 3, section 4, and to disclose information about you in order to confirm the specifics of your current contact information, health status, and the identity of any legal guardian, executor, trustee, or holder of a power of attorney.

FACTS	WHAT DOES CAMBRIDGE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This financial information can include, but is not limited to, the following: • Social Security Number • Investment Experience • Assets • Account Numbers • Income • Account Transactions • Contact Information • Account Balance When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Cambridge chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information:	Does Cambridge Share?	Can you limit this sharing?
For our everyday business purposes – Such as to process your transaction, provide certain services, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – Information about your creditworthiness	No	We don't share
For nonaffiliates to market to you – Only if your financial advisor leaves Cambridge, retires or sells his or her practice	Yes	Yes

To limit our sharing	Call 888-245-0452 or visit JoinCambridge.com. Please note: If you are a new customer, we can begin sharing information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 888-245-0452 or visit JoinCambridge.com .

Who we are	
Who is providing this notice?	This notice is being provided on behalf of Cambridge Investment Research, Inc. and its affiliates: Cambridge Investment Research Advisors, Inc., Continuity Management Group, LLC. and TBS Agency, Inc. ("Cambridge").
What we do	
How does Cambridge protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Cambridge trains its associates on the proper handling of personal information and requires companies that help provide services to you to protect the confidentiality of personal information they receive.
How does Cambridge collect my personal information?	We collect your personal information, for example, when you: • Open an account • Direct us to buy securities • Give us your contact information • Seek advice about your investments • Enter into an investment advisory contract We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with a common Cambridge Investment Research name; financial institutions such as TBS Agency, Inc. or Continuity Management Group, LLC, and nonfinancial companies such as Cambridge Investment Group, Inc. or Eneric Petroleum Corporation.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • <i>Nonaffiliates may include your financial advisor's company and investment advisor firm, your financial advisor's new broker-dealer, and investment adviser firm if your financial advisor chooses to leave Cambridge, or other broker-dealers and investment adviser firms designated by your financial advisor if he or she leaves Cambridge, retires, or sells his or her practice.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • <i>Our joint marketing partners include banks, credit unions, retirement plans, and other financial institution programs.</i>
Other important information	
We also comply with more restrictive state laws to the extent they apply. For example, if you reside in Vermont or California, we will automatically opt you out of sharing your information with nonaffiliates for marketing purposes unless you have provided Cambridge with written authorization to opt you in to such sharing. Further, if you reside in California, you have the right to know what personal information is being collected, whether that information is sold or disclosed and to whom, and the right to stop the sale of your personal information. For additional information, please refer to the table detailing your rights under California law at JoinCambridge.com.	