

Insurer: Arch Insurance Company
 Rated A+: XV (Superior) by A.M. Best.

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Claims Administration: Lancer Claims Services
 A Division of Brown & Brown Program Insurance Services, Inc.

Insureds:

1. a Registered Investment Advisor affiliated with the Sponsoring Organization, provided it has been listed on the roster of the Sponsoring Organization as a participating insured under this program and has paid the applicable premium;
2. an Associated Person of the Registered Investment Advisor, Associated Person shall mean a "Person Associated with an Investment Advisor" as the term is defined in the Investment Advisors Act of 1940, and any amendment thereto, but only with respect to Professional Services performed solely on behalf of a Registered Investment Adviser who is affiliated with the Sponsoring Organization and is listed on the roster of the Sponsoring Organization for this Policy Period;
3. any past, present or future director, officer, partner or employee of 1., above, solely while performing Professional Services on behalf of the Registered Investment Advisor; or
4. the lawful spouse or domestic partner of any individual which qualifies as an Insured under 1. or 2., above, for a Claim arising solely out of spousal or domestic partner status, and not out of any alleged independent Wrongful Acts, of such individual; or
5. An entity owned and controlled by a Registered Investment Advisor or Associated Person or an insurance agency by a Registered Investment Advisor or Associated Person, but solely while performing Professional Services on behalf of the Registered Investment Advisor; or
6. A life insurance agency owned and controlled by the Registered Investment Advisor or Registered Investment Advisor's Principals, but solely for Professional Services performed by the Registered Investment Advisor or Associated Person.

Limits of Liability Options:

\$1,000,000/\$1,000,000; or
 \$1,000,000/\$2,000,000; or
 \$2,000,000/\$2,000,000

Deductibles (Applicable to Damages & Defense):

\$ 5,000 each Claim all other covered Claims
 \$10,000 each Claim involving Cost of Corrections/Trade Errors
 \$25,000 each Claim involving Inverse and Leveraged Exchange Traded Funds
 \$25,000 each Claim involving Prior Acts for Former Registered Representatives (if such coverage option has been elected, approved and paid for)

Deductible shall be reduced by 50% for claims solely involving the sale of life insurance.

Defense Costs: Within the Limits of Liability

Duty to Defend: Yes, to those claims for which coverage applies

Territory:

Anywhere in the world; provided, however that claim must be brought and held against the insured in the United States of American, its territories or possessions.

Retroactive Date:

The effective date of the first claims made professional liability policy from which date coverage has been maintained by the Insured without interruption, covering the particular services/products for which the Insured is covering under this policy.

Automatic Discovery Period:

The Insured shall have a period of sixty (60) days after the expiration of the Policy Period to report in writing to the Insurer any Claim which is made during said sixty (60) day period and which arises out of a Wrongful Act which was committed on or after the Retroactive Date and prior to the expiration of the Policy Period, or cancellation date whichever is earlier.

Insured Discovery Period:

If during the Policy Period, an Insured retires, or becomes disabled or deceased, the Insured or its legal representative may elect to purchase a Discovery Period a period of three (3) years or five (5) years for an additional premium equal to 200% or 300% respectively of the Insured's last annual premium, to report to the Insurer any Claim which is first made during the applicable Discovery Period and which arises out of a Wrongful Act committed on or after the Retroactive Date and prior to the expiration of the Policy Period.

Professional Services:

Professional Services means:

- (a) financial, economic and/or investment advice;
- (b) financial planning services including but not limited to advice regarding personal risk management or planning for insurance, savings, investments or retirement;
- (c) investment management services including the execution of the purchase or sale of Securities pursuant to a valid Power-of-Attorney agreement;
- (d) services rendered as a licensed Life Insurance Agent;
- (e) services rendered as a Registered Representative while previously affiliated with a Broker (if elected for an additional premium)
- (f) Bill-Paying Services

Data Incident Response and Privacy Breach:

Data Incident Response Expense Coverage: \$25,000 sublimit (\$100,000 or \$250,000 sublimits available for an additional premium);

Network Security Breach and Privacy Violation Coverage: sublimit to match base limit selected (Optional: additional premium applies).

Coverage (including but not limited to):

The Insurer shall pay on behalf of the Insured all Loss which the Insured shall become legally obligated to pay as a result of any Claim first made against the Insured during the Policy Period or the discovery period, if applicable, for a Wrongful Act by the Insured or by any other person for whose actions the Insured is legally responsible, but only if such Wrongful Act takes place on or after the Retroactive Date and before the end of the Policy Period.

Cost of Corrections/Trade Errors:

The Insurer shall reimburse the Insured for the reasonable amount which the Insured shall have paid to a customer or client of the Insured to mitigate or correct direct out-of-pocket monetary damages suffered by such customer or client resulting from any negligence in the clearance, settlement or execution of trades as specifically directed by a client, but only if:

- (a) such negligence takes place on or after the Retroactive Date and before the end of the Policy Period;
- (b) such negligence arises in the ordinary course of the Insured's operations and, if not corrected, would have resulted in direct out-of-pocket monetary damages to such customer or client and would have resulted in a covered Claim under this Policy;
- (c) such amount paid by the Insured would otherwise constitute covered Loss under this Policy if such a Claim had been made;
- (d) such negligence is reported to the Insurer within forty-eight (48) hours of its discovery; and
- (e) the Insured provides a sworn proof of loss setting forth all the circumstances of the loss and explaining why the Insured believes it is entitled to coverage under this Section of the Policy. If the transaction is executed by a non-professional of the firm, coverage shall only apply if documentary evidence is provided that a supervisory professional of the firm has reviewed and approved the transaction within twenty-four (24) hours of its execution. At the request of the Insurer, the Insured shall make its officers and employees available for an examination under oath;

Coverage under this section is subject to the following Sub-Limit of Liability (which is part of and not in addition to the Limits of Liability) and Deductible:

Each Claim:	\$100,000
Each Insured Registered Investment Advisor Aggregate:	\$100,000
Deductible Each Claim:	\$ 10,000

Administrative/Disciplinary Proceedings:

The Insurer shall pay Defense Costs, resulting from an Administrative/Disciplinary Proceeding made against an Insured during the Policy Period or as specified in Section XI of the Policy Period, if applicable, but only if the acts occurred on or after the Retroactive Date and before the end of the Policy Period and arose in connection with otherwise covered activities under this Policy.

Coverage under this section is subject to the following Sub-Limit of Liability, which is part of and not in addition to the Limits of Liability. No deductible will apply to this insuring agreement.

Each Claim	\$ 25,000
Each Insured Registered Investment Advisor Aggregate:	\$ 25,000

Data Incident Response Expenses:

The Insurer shall pay **Data Incident Response Expenses** on behalf of an Insured resulting from a **Network Security Breach or Privacy Violation** occurring after the Retroactive Date specified in the schedule on the Individual Certificate of Insurance and prior to the end of the **Policy Period**. Coverage under this section is subject to the following Sub-Limit of Liability, which is part of and not in addition to the Limits of Liability.

Each Claim \$25,000

Each Insurance Registered Investment Advisor Aggregate \$25,000

Deductible Each Claim \$5,000

Optional – Increased expense sublimit and addition of Network Security/Privacy, see policy for details

Inverse and Leveraged Exchange Traded Funds:

There is no coverage for any Claims based upon or arising out of, directly or indirectly, or in any way involving any Leveraged or Inverse Exchange Traded Funds ("ETFs"). However, notwithstanding, the foregoing exclusion, with respect to any Claim otherwise covered by this Policy, coverage shall apply to that portion of Loss involving ETF's or ETN's when:

1. Transactions in which a duly executed release form is completed by the client (see specimen policy for required disclosures); and
2. Inverse ETFs are used solely to hedge an entire portfolio; and
3. Inverse and Leveraged ETF's or ETN's combined shall comprise no more than 15% of a client's portfolio at any given time.

This exclusion carveback is subject to the following sub-limit, which is part of and not in addition to the Limits of Liability and deductible:

Each Claim:	\$250,000
Registered Investment Advisor Aggregate:	\$250,000
Deductible (applicable to all Insureds):	\$ 25,000

Optional Prior Acts Coverage for Former Registered Rep Activities:

Each Claim:	\$250,000
Registered Representative Aggregate:	\$250,000
Deductible (applicable to all Insureds):	\$ 25,000
Additional Premium per Registered Representative:	\$ 450

Note – there is no coverage for Registered Rep Activities occurring after the inception of the policy. Prior Acts coverage applies only if the former registered representative has elected, been approved to purchase and has paid for this optional coverage.

CalSurance Associates

**A Division of Brown & Brown Program Insurance Services, Inc.
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Please review the policy and program materials. A complete copy of the specimen policy is available by calling 800-745-7189 or by visiting www.calsurance.com/ria. This document is a summary of the coverage provided. All statements contained herein are subject to all terms, conditions and exclusions of the actual policy. In all circumstances the actual policy language will prevail.

Exclusions (including, but not limited to)

This Policy does not apply to any Claim:

Based upon, arising out of, directly or indirectly, or in any way involving, any:

1. Unregistered Securities means (a) governmental securities exempt from registration, or (b) non-publicly traded Limited Partnerships, Private Placements or Real Estate Investment Trusts;
 2. Private equity investments;
 3. Derivatives including, but not limited to, any type of option contract (except Covered Call and Protective Put options), warrants, futures contracts (including but not limited to commodities and currency) forward contracts, or interest rate swaps;
 4. Structured financial products including, but not limited to, structured notes, asset-backed or mortgage-backed securities, collateralized mortgage or debt obligations, or credit linked notes;
 5. Promissory notes; Issuer callable, or step-up or step down Certificates of Deposits; or Auction Rate Securities;
 6. Viatical or Life settlements, reverse mortgages, or any similar transaction in which the present value of a conditional contract is exchanged or sold;
 7. Structured Settlements;
 8. Proprietary investment products of an Insured;
 9. Tangible personal property, whether directly or indirectly including, but not limited to, any precious metals, gemstones, stamps, sports or other cards, antiques, jewelry, coins, or other collectibles; however, this exclusion shall not apply to gold or silver;
 10. Securities traded exclusively outside of the U.S., its territories or possessions, or Canada;
 11. Securities priced under \$5.00 at the time of sale; however, this exclusion shall not apply if the securities are approved for registration upon issuance on a national securities exchange in the U.S. or authorized for quotation in the NASDAQ National Market System or Small Cap Market or issued by a mutual fund.
- based upon, arising from, or in any way related to bodily injury, sickness, disease, death, emotional distress, mental anguish, false arrest or imprisonment, abuse of process, malicious prosecution, libel, slander, defamation, violation or invasion of any right of privacy or private occupancy, trespass, nuisance or wrongful entry or eviction, or for damage to or destruction of any tangible property, including loss of use thereof;
 - based upon, arising from, or in any way related to any fact, circumstance or Wrongful Act which has been reported or has been the subject of any notice under any insurance policy of which this Policy is a renewal or replacement or under any other policy which this Policy may succeed in time;
 - based upon, arising from, or in any way related to: (a) any demand, suit, or other proceeding against an Insured which existed or was pending prior to the effective date of this Policy; or (b) arose from the same or substantially the same facts, circumstances or allegations involved in such existing or pending demand, suit, or other proceeding;
 - brought or maintained by or on behalf of:
 - 1) any Insured; however, this Exclusion shall not apply to Claims involving Professional Services; to Claims that would be brought by a client;
 - 2) any enterprise that owns, operates, controls or manages an Insured;
 - 3) any enterprise which an Insured owns, operates, controls or manages; or
 - 4) any state or federal regulatory or administrative agency or bureau or any other governmental, quasi-governmental or self-regulatory entity, including, but not limited to, the Securities and Exchange Commission, the National Association of Securities Dealers, the Securities Investor Protection Corporation, or the Financial Industry Regulatory Authority; however, this Exclusion shall not apply to a Claim brought by, or on behalf of, such official or entity in its capacity as a client of an Insured.
 - based upon, arising from, or in any way related to any Insured gaining in fact any profit, remuneration or financial advantage to which they are not legally entitled; or any disputes involving an Insured's fees, charges, entitlements, or other compensation, or client lists or information;
 - based upon, arising from, or in any way deliberately dishonest, malicious or fraudulent act or omission or any willful violation of law by any Insured if a judgment or other final adjudication adverse to the Insured establishes such an act, omission or willful violation. The Insurer shall continue to defend the Insured, if these allegations arise out of Wrongful Acts otherwise covered under this Policy, but the Insured shall reimburse the Insurer for Defense Costs if such conduct is established as a matter of fact in a civil, arbitration, criminal or other proceeding, or is admitted to by the Insured;
 - based upon, arising from, or in any way related to the financial inability to pay or to effect any transaction, insolvency, receivership, bankruptcy, or liquidation of any entity; however, this exclusion shall not apply to a Claim involving the insurance products of insurance companies rated A- or better by A.M. Best at the time such insurance products were placed;
 - based upon, arising from, or in any way related to any pension, profit sharing, health and welfare or other employee benefit plan or trust sponsored, established or maintained for the purpose of providing benefits to employees of an Insured;
 - based upon, arising from, or in any way related to (a) the Insured giving advice or performing services with respect to any aspect of mergers, acquisitions, leveraged buy-outs, tender offers, proxy contests, recapitalizations, financial restructurings, divestitures or investment banking activities, (b) the Insured forming, syndicating, operating, administering, advising, or rolling up a limited partnership or real estate investment trust, or any type of charitable enterprise or entity; or (c) the Insured acting as a "broker", or "dealer" in securities, as those terms are defined in Section 3(a)(4) and 3(a)(5), respectively, of the Securities Exchange Act of 1934, as amended;
 - based upon, arising out of, directly or indirectly, or in any way involving the sale, servicing, or administration of, or advice or planning with respect to, any Multiple Employer Welfare Arrangements or any IRS Section 412 or 419 plans;

Exclusions (including, but not limited to) continued

- based upon, arising from, or in any way related to the liability of others assumed by an Insured under any contract or agreement, unless such liability would have attached to an Insured even in the absence of such an agreement, or guarantees or warranties;
- based upon, arising out of or in any way involving, any commingling of or improper use of client funds;
- based upon, arising out of or in any way involving, investment products partially or totally owned by the Insured;
- based upon, arising out of or in any way involving, any professional services performed by the Insured as an actuary, accountant, attorney, real estate agent/broker/, property/casualty insurance agent or third party claims administrator;
- based upon, arising out of, or in any way involving, the Insured's inability or refusal to pay or collect premium, claim or tax monies or premium financing or other extension of credit to a client;
- based upon, arising from, or in any way related to threatened discharge, dispersal, release or escape of Pollutants, or any direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify, or neutralize Pollutants, including without limitation any actual or alleged property damage or financial loss incurred by, or bodily injury, sickness, disease or death of, any Insured or its creditors or securities holders resulting from the matters described in this exclusion;
- based upon, arising from, or in any way related to the unauthorized access to any electronic data processing or computer systems of an Insured;
- based upon, arising from, directly or indirectly, or in any way involving any Auction Rate Security (Auction Rate Security means long-term municipal bonds, corporate bonds, or preferred stocks that are traded at auctions that set the instruments' interest rate and ultimately the price of the security);
- based upon, arising out of, directly or indirectly, or in any way involving, an Insured's management of assets in any federal, state, or local/municipal public employee pension or retirement benefit plan;
- based upon, arising out of, directly or indirectly, or in any way involving:
 - Bernard L. Madoff, Bernard L. Madoff Investment Securities, LLC or any related or affiliated entity
 - Stanford International Bank, Stanford Group Company, Stanford Capital Management or any related or affiliated entity
 - DBSI, Inc. or any related or affiliated entity
 - Desert Capital Real Estate Investment Trust, Inc. or any related or affiliated entity
 - Black Diamond Energy, Inc. or any related or affiliated entity
 - Core Realty Holdings, LLC or any related or affiliated entity
 - Cornerstone Core Properties REIT Inc.
 - Land America Financial Group, Inc. or any related or affiliated entity
 - Schwab Yield Plus Fund
 - Reserve Yield Plus Fund
 - Medical Capital Corporation, Medical Capital Holdings, Inc., or Medical Provider Funding Corporation VI or any related or affiliated entity
 - Provident Royalties, L.L.C., Provident Asset Management, L.L.C., Provident Energy 1, L.P., Provident Resources 1, L.P., Provident Energy 2, L.P., Provident Energy 3, L.P, Provident Operating Company, LLC., or any related or affiliated entity
 - Shale Royalties, Inc., Shale Royalties II, Inc., Shale Royalties 3 – 22, or any related or affiliated entity
 - IMH Secured Loan Fund, LLC
 - Somerset Lease Holdings, Inc., Somerset Development, Inc. or any related or affiliated entity
 - MetCap Securities, LLC. or any related or affiliated entity
 - Reserve Fund-Primary Fund
 - GEM Fund
 - CRI Securities, LLC
 - Advantus Capital management
 - Acorn Capital
 - Maximum Return Investments, Inc.
 - Market Street Advisors
 - Gemini Fund
 - DISP, LLC
 - North Hills Trading
 - WG Trading, WG Trading Investors
 - Westridge Capital Management
 - Inland REITs
 - Wells Real Estate Investment Trust II
 - COLI, BOLI or any other types of policies where the purchaser of a life product does not have an insurable interest in the insured for the life product
 - Inverse and Leveraged Exchange Traded Funds
 - Registered Non Traded REITs
 - Non Traded Business Development Companies
 - American Realty Capital Properties – REITs
 - Cole Capital
 - IRS 412(I) or 419 tax plans
 - Junk and/or High Yield Bonds
 - Apple REIT
 - Behringer Harvard Opportunity REIT I
 - Behringer Harvard Short –Term Opportunity Fund
 - KBS Real Estate Investment Trust Inc.
- based upon, arising out of, directly or indirectly, or in any way involving any tax consequences or liabilities made in connection with the sale or servicing of any ETN's;
- based upon, arising out of, directly or indirectly, or in any way involving any de-listing claim;
- based upon, arising out of, directly or indirectly, or in any way involving the financial inability to pay or to effect any transaction, insolvency, receivership, bankruptcy, or liquidation of any ETN;
- based upon, arising out of, directly or indirectly, or in any way involving any Claim involving any calling or early redemption of any ETN; and
- based upon, arising out of, directly or indirectly, or in any way involving any Claim involving excessive fees or charges relating to any ETN.