AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Arbitration-Clause; Sigma Planning Corporation

Action Requested: Other approval for Treasurer to sign documents

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Treasurer's Signature for SPC Investment Advisor and Sigma Financial Corp Data Sheet and Arbitration- Clause

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 1/22/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 1/22/2015 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 1/22/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 1/27/2015 Follow Up Agenda Date:

Revised April 2013

Entity Data Sheet

Introduction

Thank you for choosing Sigma Financial Corporation (SFC) to service your investment account needs. In order to open an account with SFC, you must complete a Sigma Financial Corporation Entity Data Sheet.

This form and the information it contains will be used only by SFC for purposes of opening your account. The requirements of your financial information, investment objectives and risk tolerance are to help ensure that all investment products that are recommended to you are in fact suitable to your investment needs. Your registered representative cannot provide you with an appropriate investment recommendation without this information. If you choose not to disclose this information on the Sigma Financial Corporation Entity Data Sheet, you will need to complete the Sigma Financial Corporation Non-Disclosure of Financial Information form.

USA PATRIOT ACT - Verification of Identity Requirement:
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 with that financial institution.

When you open an account with Sigma Financial Corporation, we need to obtain certain information that allows us to verify the existence of the entity.

This information is required to be disclosed under the USA PATRIOT ACT section of the Entity Data Sheet. The following documents will be required to open an account under an entity ownership.

- **Corporate Resolution and Certified Articles of Incorporation**
- **Non-Corporate Resolution and Certified Articles of Incorporation**
- **Partnership or trust agreement with date of incorporation or trust date**

Revenue Sharing:
Sigma Financial Corporation's investment product companies may provide us with payments ("revenue sharing") in exchange for certain benefits such as greater access to our representatives through marketing, training, and educational events. While we do not believe that these arrangements affect our judgment or advice, we consider it important for our clients to be aware of them.

Our Revenue Sharing Disclosure document describes the terms of these agreements and can be found at www.sigma4clients.com or can be requested from Sigma Financial Corporation's Compliance Department.

Please contact the Sigma Financial Corporation Compliance Department at 888-744-6264 with any questions regarding this form.

300 Parkland Plaza Ann Arbor, MI 48103 888-744-6264

Revised: March 2013

SIGMA Financial Corporation
Member FINRA/SIPC

Entity Data Sheet

Rep Name: Robert Casaceli Rep No.: Q16

☐ Corporation ☐ Trust ☐ Other: _____
☐ NEW ☒ UPDATE

A. Entity Information

Entity Name: Gunnison County	Entity Tax ID #: 846000770
Authorized Person: Debbie Dunbar	Authorized Person:
Social Security No.:	Birthdate:
Street Address (No PO Boxes): 221 N Wisconsin	City: Gunnison State: CO Zip Code: 81230
Country of Citizenship: USA	Day Phone No.: (970) 641-2231
Email Address: ddunbar@gunnisoncounty.org	

B. Financial Status:
Annual Income: 30MM
Net Worth (excluding residence): 85MM
Liquid Assets: 10MM
Investment Assets: 10MM
Tax Bracket: n/a

C. Investment Experience:
Stocks ___yrs Bonds 1 yrs Mutual Funds ___yrs Options ___yrs Real Estate ___yrs Annuities ___yrs Alternatives ___yrs

D: Investment Objectives:
☒ Income ☐ Growth & Income ☐ Growth ☐ Aggressive Growth ☐ Trading/Speculation ☐ Tax Management

E. Risk Tolerance:
☒ Conservative ☐ Moderately Conservative ☐ Moderate ☐ Moderately Aggressive ☐ Aggressive

F. Investment Time Horizon (Time in years to achieve your goals): ☐ 0 to 3 Years ☒ 3 to 5 Years ☐ 5 to 10 years ☐ 10 years or more

G: Liquidity Needs (Your potential need for account withdrawals to cover your expenses): ☒ Low ☐ Moderate ☐ High

H. Affiliation Disclosure:
Are you, the joint owner or an immediate family member a senior officer, director or large shareholder of a public company?
☐ Yes ☒ No If yes, what is the company name? _____
Are you, the joint owner or an immediate family member employed by SFC or another member of FINRA or a stock exchange?
☐ Yes ☒ No If yes, what is the person's name and affiliation with this firm? _____

I. USA Patriot Act: (Check one I.D. type below and use this info to complete the remaining fields.)
☒ Driver's License ☐ State Issue ID ☐ Military ID
☐ Resident Alien ID ☐ Passport
Issue State/Country | ID # | Exp. Date

I. USA Patriot Act: (Check one I.D. type below and use this info to complete the remaining fields.)
☐ Driver's License ☐ State Issue ID ☐ Military ID
☐ Resident Alien ID ☐ Passport
Issue State/Country | ID # | Exp. Date

X _____ Authorized Signature _____ Date
X _____ Authorized Signature _____ Date

X _____ Representative Signature _____ Date
_____ (Office Use Only) Approved By _____ Date

300 Parkland Plaza Ann Arbor, MI 48103 888-744-6264

Member FINRA/SIPC

Entity Data Sheet

Arbitration - Clause

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

A. Arbitration is final and binding on the parties. 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. The parties are waiving their right to seek remedies in court, including the right to a jury trial. 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. Pre-arbitration discovery is generally more limited than and different from court proceedings. 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' award is not required to include factual findings or legal reasoning and any parties right to appeal or seek modification of rulings is strictly limited. The arbitrators do not have to explain the reason(s) for their award.
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.

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.

Agreement to Arbitrate Controversies
It is agreed that any controversy between us arising out of your business or this agreement shall be settled by arbitration in accordance with the Securities Arbitration Rules then in effect with the Financial Industry Regulatory Authority. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate, therein electing the Arbitration Tribunal. In the event the undersigned does not make such election within five (5) days of such demand of notice, then the undersigned authorizes you to do so on behalf of the undersigned.

Agreement to Notify Sigma Financial Corporation of any Account Statement Discrepancies
The undersigned agrees to review all confirmations, statements, and any other written communication sent to the customer on a timely basis. It is further agreed that the undersigned shall promptly notify Sigma Financial Corporation of any discrepancies on such confirmations and statements. The customer acknowledges that prompt notification of any discrepancies or other miscommunication issues is vital in order for Sigma Financial Corporation to correct such items. Customers should report any discrepancies to the Sigma Financial Corporation Compliance department, which can be reached at (888) 744-6264, or in writing to Sigma Financial Corporation, Compliance Department, 300 Parkland Plaza, Ann Arbor, MI 48103.

This agreement includes a pre-dispute arbitration clause.

X _____ **Authorized Signature**

X _____ **Authorized Signature**

X _____ **Date**

Accepted By:
Sigma Financial Corporation

Sigma Financial Corporation
Business Continuity Statement

Sigma Financial 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 your registered representative please contact us at 734 663-1611 or go to our web site at www.sigma4clients.com.

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 back up 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.

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 48 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 expect to recover and resume business within 3 business days. In either situation, we plan to continue in business, and notify you through our web site www.sigma4clients.com or alternative means of communication. 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 734-663-1611.

Rev. 6/13

Member FINRA/SIPC

FACTS	WHAT DOES SIGMA FINANCIAL CORPORATION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Contact Information • Financial Information • Investment Objectives and Experience • Account Transactions and Activity • Social Security Number • Other Personal Information
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 Sigma Financial Corporation chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Sigma Financial Corporation share?	Can you limit this sharing?
For our everyday business or marketing purposes — such as to process and service your transactions, maintain your account(s), respond to court orders or regulatory and/or legal investigations, report to credit bureaus, perform credit checks, to print and mail your statements, or to offer our products and services to you	Yes	No
For joint marketing with other financial companies — to offer their products and services to you in instances where your representative maintains an agreement with certain banks, credit unions, or other financial institutions	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	N/A
For our affiliates and non-affiliates to market to you — to offer our products and services to you or in the event that your registered representative leaves Sigma Financial Corporation, retires, or sells their book of business to another representative	Yes	Yes

To limit our sharing or for questions	• Call us at 734-205-3844 **Please note:** If you are a *new* customer, we can begin sharing your 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.

Who we are	
Who is providing this notice?	Sigma Financial Corporation, a FINRA-registered broker/dealer

What we do	
How does Sigma Financial Corporation 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.
How does Sigma Financial Corporation collect my personal information?	We collect your personal information, for example, when you: • Open an account • Request investment advice • Direct us to buy or sell securities • Give us your contact information • Sign an investment advisory contract with SPC We also collect your personal information from others, such as credit bureaus, affiliates, or other financial 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 non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more concerning your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice to limit sharing will not apply for everyone on a joint account. Each account owner needs to separately limit sharing, if applicable.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Sigma Financial Corporation's affiliates include Sigma Planning Corporation (SPC), a Registered Investment Advisor; Sammons Securities Company, LLC, a FINRA registered broker/dealer; and various insurance agencies (Sigma Insurance Agency, Sigma Agency, Inc., and Sigma Agency of Texas, Inc.) Affiliates also include registered representatives of Sigma Financial Corporation.
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Non-affiliates may include your registered representative's company or investment advisor firm, your representative's new broker/dealer or investment advisor firm if your representative leaves Sigma Financial Corporation or its affiliates, or another broker/dealer or investment advisor firm designated by your representative if he or she retires and/or sells their book of business to another representative. Your registered representative becomes a non-affiliate upon resignation or termination from Sigma Financial Corporation or its affiliates.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Sigma Financial Corporation's joint marketing partners include banks, credit unions, retirement plans, and other financial institution programs.

Other important information

Important Information for AK, CA, MA, ND, and VT customers:
The states of AK, CA, MA, ND and VT have imposed more restrictive privacy laws than the federal privacy laws. If your account has an AK, CA, MA, or ND address, we will automatically opt you out of sharing your information with non-affiliates for marketing purposes unless you provide us with written approval to do so. If your account has a VT address, we will only disclose your name, address, other contact information, and information about your transactions or experience with non-affiliated third parties with whom we have joint marketing agreements.

Broker Protocol
Sigma Financial Corporation is a signatory to the Protocol for Broker Recruiting, an agreement among broker/dealer and investment advisory firms that mandates what client information can be maintained by your registered representative and provided to their new broker/dealer or investment advisory firm if the representative leaves Sigma Financial Corporation or its affiliates. With the exception of clients residing in AK, CA, MA, ND and VT (see above), Sigma Financial Corporation will allow your representative to share your name, address, phone number, email address, and your account title with their new broker/dealer, investment advisor firm, and/or successor representative unless you choose to opt out of this information sharing. In addition to the Protocol for Broker Recruiting information, Sigma Financial Corporation allows their departing representatives to keep their existing records and files regarding your client relationship.

For residents of AK, CA, MA, ND and VT, if you would like your registered representative to be able to share your name, address, phone number, email address, and your account title with their new firm and/or successor representative for ease in transferring your account, as well as keep your records and files if they are no longer affiliated with Sigma Financial Corporation and its affiliates, please see the section titled "To limit our sharing or other questions" for instructions on how to obtain an opt-in form to allow us to share this information.

A Registered Investment Advisor

Entity Data Sheet Introduction

Thank you for choosing SPC to service your investment account needs. In order to open an account with SPC, you must complete a SPC Entity Data Sheet.

This form and the information it contains will be used only by SPC for purposes of opening your account. The requirements of your financial information, investment objectives and risk tolerance are to help ensure that all investment products that are recommended to you are suitable for your investment needs. Your registered investment advisor representative cannot provide you with an appropriate investment recommendation without this information. If you choose not to disclose this information on the SPC Entity Data Sheet, you will need to complete the SPC Non-Disclosure of Financial Information form.

If you are an Hourly or Financial Planning client and choose to not disclose pertinent financial information such as items in Sections A (Annual Income, Net Worth, Liquid Assets, Investment Assets, B (Investment Experience), C (Investment Objectives), or D (Risk Tolerance), then you agree that your Investment Advisor Representative does not have all the information needed to provide you with suitable investment advice.

USA PATRIOT ACT - Verification of Identity Requirement:
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 with that financial institution.

When you open an account with SPC, we need to obtain certain information that allows us to verify the existence of the entity.

This information is required to be disclosed under the USA PATRIOT ACT section of the Entity Data Sheet. The following documents will be required to open an account under an entity ownership:

- **Corporate Resolution and Certified Articles of Incorporation**
- **Non- Corporate Resolution and Certified Articles of Incorporation**
- **Partnership or trust agreement with date of incorporation or trust date**

Please contact the SPC compliance department at 888-744-6264 with any questions regarding this form.

SPC

A Registered Investment Advisor

SPC Entity Data Sheet

Rep Name: Robert Casaceli | Advisor No.: Q16

☐ Corporation ☐ Trust ☐ Other

☐ NEW ☑ OTHER

A. Client Information

Entity Name	Entity Tax ID#
Gunnison County	846000770
Authorized Person: Debbie Dunbar	Authorized Person:
Social Security No.: 512-64-0387 / Birthdate: 8-15-1960	Social Security No.: / Birthdate:
Street Address (No PO Boxes): 221 N Wisconsin / City: Gunnison / State: CO / ZIP: 81230	Street Address (No PO Boxes): / City: / State: / ZIP:
Country: USA / Day Phone No.: 9706412231 / Email Address: ddunbar@gunnisoncounty.org	Country: / Day Phone No.: / Email Address:

B. Financial Status:

Annual Income	Net Worth (excluding residence)	Liquid Assets	Investment Assets	Tax Bracket
30mm	85mm	10mm	10mm	n/a

C. Investment Experience (in years):

Stocks	Bonds	Mutual Funds	Options	Real Estate	Annuities	Others
	1					

D. Investment Objectives:

☑ Income ☐ Growth & Income ☐ Growth ☐ Aggressive Growth ☐ Trading/Speculation ☐ Tax Management

E. Risk Tolerance:

☑ Conservative ☐ Moderately Conservative ☐ Moderate ☐ Moderately Aggressive ☐ Aggressive

F. Affiliation Disclosure:

Are, you the joint owner or an immediate family member a senior officer, director or large shareholder of a public company? ☐ Yes ☑ No

If yes, what is the company name?

Are, you the joint owner or an immediate family member employed by SPC or another member of FINRA or a stock exchange? ☐ Yes ☑ No

If yes, what is the person's name and affiliation with this firm?

F. USA Patriot Act: (Check one I.D. type belowand use this info to complete the remaining fields)

☑ Driver's License ☐ State Issue ID ☐ Military ID

☐ Resident Alien ID ☐ Passport

Issue State/Country | ID# | Exp. Date

F. USA Patriot Act: (Check one I.D. type belowand use this info to complete the remaining fields)

☐ Driver's License ☐ State Issue ID ☐ Military ID

☐ Resident Alien ID ☐ Passport

Issue State/Country | ID# | Exp. Date

Client Signature | Date

Client Signature | Date

Representative Signature | Date

(Office Use Only) Approved By | Date

SPC
A Registered Investment Advisor

Arbitration - Clause
Entity Data Sheet

This agreement contains a pre-dispute arbitration clause. By signing the arbitration agreement, I 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.
E. The panel of arbitrators may 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.

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.

Agreement to Arbitrate Controversies
Unless otherwise required or prohibited by law, it is agreed that any and all controversies between us arising out of your business or this agreement shall be settled by arbitration. A claim may be filed in any arbitral forum having jurisdiction, however the arbitration, regardless of forum, shall be conducted in accordance with the Financial Industry Regulatory Authority ("FINRA") Code of Arbitration Procedure in effect at the time the claim is filed and shall be decided by a panel of three FINRA-qualified arbitrators.

Agreement to Notify SPC of any Account Statement Discrepancies
The undersigned agrees to review all confirmations, statements, and any other written communication sent to the customer on a timely basis. It is further agreed that the undersigned shall promptly notify SPC of any discrepancies on such confirmations and statements. The customer acknowledges that prompt notification of any discrepancies or other miscommunication issues is vital in order for SPC to correct such items. Customers should report any discrepancies to the SPC Compliance Department, which can be reached at (888) 744-6264, or in writing to SPC, Compliance Department, 300 Parkland Plaza, Ann Arbor, MI 48103.

This agreement includes a pre-dispute arbitration clause. I acknowledge that I have received a copy of the pre-dispute arbitration clause.

Client Signature	Date	Client Signature	Date
SIGN		SIGN	

SPC

A Registered Investment Advisor

Sigma Planning Corporation (SPC)
Business Continuity Planning

SPC has developed a Business Continuity Plan that describes 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 your registered representative, please contact us at (888) 744-6264 or go to our web site at www.spc4clients.com.

If you cannot access us through those means and you have a managed brokerage account, you should contact our clearing firm, Fidelity Institutional Wealth Services, at (800) 544-6666 for instructions on how they may be able to service your needs while you are unable to contact us. They should be able to provide you prompt access to funds and securities, enter orders and process other trade-related, cash, and security transfer transactions for you. If you have an advisory account which is held by a direct custodian, contact them at the phone number provided on your statements.

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 back-up 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.

Our clearing firm, Fidelity Institutional Wealth Services, backs-up our important records in a geographically separate area. 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 firm that their objective is to restore its own operations, be able to complete existing transactions, and accept new transactions and payments within 48 hours. 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 48 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 expect to recover and resume business within 3 business days. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you through our web site (www.spc4clients.com) or alternate means of communication 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 (888) 744-6264.

SPC

A Registered Investment Advisor

FACTS	WHAT DOES SIGMA PLANNING CORPORATION (SPC) DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Contact Information • Financial Information • Investment Objectives and Experience • Account Transactions and Activity • Social Security Number • Other Personal Information
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 SPC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does SPC share?	Can you limit this sharing?
For our everyday business or marketing purposes — such as to process and service your transactions, maintain your account(s), respond to court orders or regulatory and/or legal investigations, report to credit bureaus, perform credit checks, to print and mail your statements, or to offer our products and services to you	Yes	No
For joint marketing with other financial companies — to offer their products and services to you in instances where your representative maintains an agreement with certain banks, credit unions, and other financial institutions	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	N/A
For our affiliates and non-affiliates to market to you — to offer our products and services to you or in the event that your investment advisor representative leaves SPC, retires, or sells their book of business to another representative	Yes	Yes

To limit our sharing or for questions	• Call us at 734-205-3844 **Please note:** If you are a new customer, we can begin sharing your 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.

Who we are	
Who is providing this notice?	SPC, a Registered Investment Advisor

What we do	
How? How does SPC 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.
How does SPC collect my personal information?	We collect your personal information, for example, when you: • Open an account • Request investment advice • Direct us to buy or sell securities • Give us your contact information • Sign an investment advisory contract We also collect your personal information from others, such as credit bureaus, affiliates, or other financial companies.

Page 2

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 non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more concerning your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice to limit sharing will not apply for everyone on a joint account. Each account owner needs to separately limit sharing, if applicable.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • SPC's affiliates include Sigma Financial Corporation, a FINRA-registered broker/dealer, and various insurance agencies (Sigma Insurance Agency, Sigma Agency, Inc., and Sigma Agency of Texas, Inc.) Affiliates also include investment advisor representatives of SPC.
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Non-affiliates may include your investment advisor representative's company, your representative's new broker/dealer or investment advisor firm if your representative leaves SPC or its affiliates, or another broker/dealer or investment advisor firm designated by your representative if he or she retires and/or sells their book of business to another representative. Your investment advisor representative becomes a non-affiliate upon resignation or termination from SPC or its affiliates.
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • SPC's joint marketing partners include banks, credit unions, retirement plans, and other financial institution programs.

Other important information

Important Information for AK, CA, MA, ND, and VT customers:
The states of AK, CA, MA, ND and VT have imposed more restrictive privacy laws than the federal privacy laws. If your account has an AK, CA, MA, or ND address, we will automatically opt you out of sharing your information with non-affiliates for marketing purposes unless you provide us with written approval to do so. If your account has a VT address, we will only disclose your name, address, other contact information, and information about your transactions or experience with non-affiliated third parties with whom we have joint marketing agreements.

Broker Protocol
SPC is a signatory to the Protocol for Broker Recruiting, an agreement among broker/dealer and investment advisory firms that mandates what client information can be maintained by your investment advisor representative and provided to their new broker/dealer or investment advisory firm if the representative leaves SPC or its affiliates. With the exception of clients residing in AK, CA, MA, ND and VT (see above), SPC will allow your representative to share your name, address, phone number, email address, and your account title with their new broker/dealer, investment advisor firm, and/or successor representative unless you choose to opt out of this information sharing. In addition to the Protocol for Broker Recruiting information, SPC allows their departing representatives to keep their existing records and files regarding your client relationship.

For residents of AK, CA, MA, ND and VT: if you would like your investment advisor representative to be able to share your name, address, phone number, email address, and your account title with their new firm and/or successor representative for ease in transferring your account, as well as keep your records and files if they are no longer affiliated with SPC and its affiliates, please see the section titled "To limit our sharing or other questions" for instructions on how to obtain an opt-in form to allow us to share this information.