RESET FORM

L.M. KOHN & COMPANY

BROKERAGE AND INVESTMENT MANAGEMENT

New L.M. Kohn Client: ☐
Existing Client Update: ☐
Date Signed: _____

Customer Acknowledgment Form – ERISA & Large Corporations

- *THIS FORM IS TO BE USED FOR ALL ERISA COVERED PLANS, NQDC, PENSION, CORPORATE ACCOUNTS FOR COMPANIES VALUED OVER $50 MILLION.*

All Sections Must Be Completed, "*" Indicates A Mandatory Field / Section

ACCOUNT TYPE*

☐ 457 [1] ☐ 401(K) [1] ☐ Pension [1] ☐ NQDC [1] ☐ 403(B) [2] ☐ Corporate ☐ Advisory

☐ Other – Please indicate type of registration and identify supporting documentation: _____

_____

[1] For 457, 401k, Pension or NQDC Plans: Copy of Trust Agreement MUST be attached to the Customer Acknowledgment Form

[2] For this form to be used for 403(b) plans, the plan must be set up as a consolidated, trustee driven plan, and a copy of the Trust Agreement MUST be attached to the Customer Acknowledgment Form.

Is this an ERISA Covered Plan? ☐ **Yes** ☐ **No**

SECTION ONE : ACCOUNT RELATED INFORMATION

Trustee Name(s)*	Trustee Name(s)

Company Name / Plan Name & Mailing Address*

Legal Address (if different from above)	Business Phone*

E-Mail Address*	Website Address

Tax ID Number*	Date of Incorporation	Country Based In*

Employer Name & Address (if different from Plan Name)	Type of Business*

Trustee Identification*: ☐ Driver's License ☐ Passport ☐ State I.D.		Trustee Identification: ☐ Driver's License ☐ Passport ☐ State I.D.	
Primary I.D. Document Number*	Exp. Date*	Primary I.D. Document Number	Exp. Date
Trustee Identification: ☐ Driver's License ☐ Passport ☐ State I.D.		Trustee Identification: ☐ Driver's License ☐ Passport ☐ State I.D.	
Primary I.D. Document Number	Exp. Date	Primary I.D. Document Number	Exp. Date

SECTION TWO*

Are you affiliated with or work for a member firm of a stock exchange or the Financial Industry Regulatory Authority? If yes, L.M. Kohn & Company will send your employer notification of your intent to open an account as required by regulations.

☐ Yes ☐ No

Are you a director, a policy-making officer, or a 10% shareholder of a publicly traded company?
If yes, name and address of company: _____

☐ Yes ☐ No _____

Are you related to/associated with an employee or registered representative of L.M. Kohn & Company?
If yes, please state the employee name and relationship: _____

☐ Yes ☐ No

Client(s) Initials*:_____

L.M. KOHN & COMPANY

BROKERAGE AND INVESTMENT MANAGEMENT

Customer Acknowledgment Form – ERISA & Large Corporations

SECTION THREE* : ADDITIONAL INFORMATION

Has your registered representative explained and do you understand the following as they may apply to your investments?

Administrative & Transfer Fees?	☐ Yes	☐ No	Sales & Setup Charges?	☐ Yes	☐ No
Surrender & Liquidation Charges?	☐ Yes	☐ No	Fluctuation of Yield?	☐ Yes	☐ No
Management & Advisory Fees?	☐ Yes	☐ No	Fluctuation of Share Values?	☐ Yes	☐ No

Date Prospectus Received: _____ (MM/DD/YYYY)

Representative has known client since: _____

Source of Account:
☐ Existing Client ☐ Referral ☐ Walk-In ☐ Cold Call ☐ Personal Acquaintance ☐ Seminar ☐ New Rep Transfer
☐ Other: _____

Any additional assets with this Fund Company that should be householded? If yes, please attach information. ☐ Yes ☐ No

Breakpoint Eligible? : ☐ Yes ☐ No

Client has an existing RBC CS account, or is in the process of submitting one. ☐ Yes ☐ No

Initial Transaction Type:
☐ Buy ☐ RIA Contract ☐ Transfer ☐ Rollover ☐ 1035
☐ Change of Dealer ☐ Change of Rep

Transaction Solicited: ☐ Yes ☐ No

Is this a Municipal Bond Fund?: ☐ Yes [1] ☐ No

[1] If Yes, MSRB Supervisor Initials Needed: _____

Standing Instructions: _____

SECTION FOUR* : SIGNATURES

Under penalties of perjury, I certify that the information on this form is true, correct and complete. In consideration of your accepting this account, I hereby acknowledge that I have read, understand and agree to the terms set forth in the Customer Acknowledgment Agreement (including the predispute arbitration clause, a copy of which I have received, as found in section 19. All persons must sign if this is a joint account.

Trustee Signature Date	Trustee Signature Date
Print Full Name & Title (if applicable) from above	Print Full Name & Title (if applicable) from above
Trustee Signature Date	Trustee Signature Date
Print Full Name & Title (if applicable) from above	Print Full Name & Title (if applicable) from above
Registered Representative(s) Signature Date	Registered Principal Approval Date
Print Name of Registered Representative(s) Rep Number	Print Name of Registered Principal

HOME OFFICE USE ONLY

Registered Representative(s) is Licensed in Client's State of Residence: ☐ Yes ☐ No	Check Attached to This Application?: ☐ Yes ☐ No
Fund / Insurance Company Application Forwarded On By: ☐ Fax ☐ Mail ☐ Overnight	OFAC Check: _____

L.M. Kohn & Company
Compensation Acknowledgement for
401K & 403B ERISA Plans for Group Annuities and Mutual Funds

Plan Name: _____

Plan Contract Number: _____ **Investment Product:** _____

Representative Name: _____ **Date:** _____

The Department of Labor recently finalized new regulations that are designed to provide additional disclosures on the fees associated with qualified retirement plans. This is intended to help plan sponsors understand the costs associated with their qualified retirement plans. Your financial representative's goal is to provide education and guidance to you and your plan participants in order to facilitate your ability to make an informed decision about the selection and implementation of your qualified retirement plan, based on the unique needs of your company and its employees. L.M. Kohn & Company (LMK) has selling agreements with over 100 insurance and mutual fund companies (providers) that offer retirement plan investment products. These providers typically offer group annuities or mutual funds as funding vehicles for retirement plans. In our capacity as broker-dealer, LMK and our representatives do not serve as fiduciaries to retirement plans or provide investment, tax or legal advice. However, L.M. Kohn & Company is also a registered investment adviser and may act in a fiduciary capacity to certain retirement plans within the limits of its advisory programs.

Compensation Structure *(Check all boxes that apply)*

Group Annuity

- ☐ Transfer Commission (*paid one-time on value of assets transferred*) _____ bps
- ☐ Deposit Based Commission (*paid on each deposit to the contract*) _____ bps
- ☐ Trail Commission (*paid on market value of contract holdings*) _____ bps
- ☐ Other _____

Group annuity providers typically apply part of an annual contract charge, which is described in the annuity contract between the client (usually the plan sponsor or trustee) and the provider, to compensate LMK and its representatives. The compensation LMK receives is commonly based on deposits into the plan and/or assets, held in the plan and is agreed upon when the plan proposal is prepared for the client as part of the client's overall cost. LMK then pays our financial representatives a percentage of the compensation it receives based on each financial representative's independent contract and on overall annual investment production.

Mutual Funds

- ☐ Finder's Fee (*paid one-time on value of assets transferred*) _____ bps
- ☐ Trail Commission (*paid on market value of account holdings*) _____ bps
- ☐ Transaction Fees or Account Fees (on non-DTF brokerage accounts only) $_____
- ☐ Other _____

Mutual fund providers typically apply a "12b-1" fee directly to the assets held in each fund to cover advertising, marketing and sales costs. The 12b-1 fee is used by the fund provider to compensate broker-dealers and registered representatives, such as LMK and LMK registered representatives, who sell their products. The amount of the fee, and any sales load, varies by mutual fund and share class and is described in each fund's prospectus. You can obtain a prospectus for any mutual fund LMK offers from your financial representative. The prospectus will detail specific fees and expenses for a fund. LMK receives compensation based on deposits into the plan and/or assets held in the plan. LMK then pays a portion of the compensation to its representatives. The portion of the compensation that the representative receives is the same regardless of which mutual fund family is selected. The portion of the compensation that a representative receives varies, however, based on that representative's independent contract and overall investment product and services production.

Compensation Structure (continued) *(Check all boxes that apply)*

Advisor / Third-Party Manager Platform

- ☐ Advisory Fee (*value of assets*) _____ bps
- ☐ Consulting Fee $_____
- ☐ Transaction Fees or Account Fees $_____

Other _____

Statement of Services (a detailed description of additional services that may be provided to your plan).

Check all boxes that apply

Participant Communications

- ☐ Development of employee education program strategies and tactics including employee meetings to educate them on the benefits of plan participation, the need to save at increasing levels, proper investment portfolio design, asset allocation and investment option usage
- ☐ Solicit employee feedback regarding the retirement plan via an employee survey
- ☐ Work with plan sponsor to develop measureable annual employee education goals and objectives
- ☐ Plan sponsor meeting to review the objectives of the plan and whether the plan is adequately benefiting the business' key employees
- ☐ Plan sponsor meeting to review participant level activities including asset allocation, deferral rates and loan activity to determine the effectiveness of plan utilization
- ☐ Employee meetings to educate them on the steps necessary to execute an IRA rollover
- ☐ Employee meetings tailored to the needs of employees over 50 years of age who are beginning to plan for retirement
- ☐ Plan sponsor meeting to discuss the concept of income replacement ratio; what it is, how to achieve plan sponsor's goal and whether participants are on track to meet their goals
- ☐ Train employee of plan sponsor to conduct basic plan enrollment sessions

Plan Management Assistance

- ☐ Provide a periodic review of the goals of the plan compared to the actual results achieved
- ☐ Discuss and refresh Road Map activities for future quarters
- ☐ Provide an annual review encompassing investment performance vs. benchmarks, plan participation, deferral rates and testing results for the past year
- ☐ Provide a quarterly review focused on investment performance and participant satisfaction
- ☐ Assist with plan design and review how plan design choices may impact participant experience
- ☐ Provide a periodic review of the existing plan provider and compare to alternatives available in the market
- ☐ Provide a periodic review of third party administrative services including statement accuracy, distribution and loan processing, compliance testing accuracy and 5500 form completion
- ☐ Benchmark plan design elements against peer organization plans to ensure a competitive benefit structure
- ☐ Discuss recent regulatory developments, legislative updates or product developments that may affect the plan
- ☐ Provide a periodic update to the Board of Trustees
- ☐ Provide a periodic review of plan expenses relative to investment options and plan administration
- ☐ Every 3 – 5 years prepare a review of plan pricing by obtaining competitive bids from other vendors
- ☐ Assist in review and comparison of vendor proposals and services
- ☐ Assist with planning for transitioning to a new vendor

Statement of Services (continued)

Investment Support

- ☐ Employee/participant focused meeting to educate employees on basic investment concepts
- ☐ Employee/participant focused meeting to educate employees on the basics of portfolio diversification and asset allocation based on risk tolerance assessments
- ☐ Provide a questionnaire for use by employees/participants to assist in their determination of appropriate investment portfolios
- ☐ Provide quantitative data to assist investment option selection and monitoring relative to performance, expenses and other criteria as determined by the plan sponsor.
- ☐ Periodically monitor investment option performance in comparison to appropriate and agreed upon benchmarks
- ☐ Work with plan sponsor to develop alternatives for replacing investment options that are experiencing prolonged underperformance, manager change or style drift
- ☐ Provide an overview of investment market performance including an economic overview
- ☐ Provide a longer term review of investment market performance and product developments in response to market conditions
- ☐ Provide a sample Investment Policy Statement
- ☐ Answer questions to assist plan sponsor in maintaining compliance with the plan's Investment Policy Statement and sound investment practices

Plan Compliance

- ☐ Meeting with the plan sponsor to discuss the various elements of fiduciary liability faced by the plan sponsor and discuss practices to manage those risks, including discussions of ERISA code section 404(c).
- ☐ Meeting with the plan sponsor to discuss the value of maintaining an Investment Policy Statement to manage fiduciary risks associated with investment option selection and performance.
- ☐ Review testing results with plan sponsor to uncover opportunities for plan design changes including safe harbor design.
- ☐ Provide checklist of required annual testing and government reporting
- ☐ Review the operational aspects of transmitting plan contributions and the associated data

Description of Charges & Fees for Services Selected Above:

_____

_____

Plan Name: _____ **Plan Contract Number** _____

Investment Product: _____

Trustee(s) Signature(s) _____

Trustee(s) Name(s) *(Print)* _____

Representative(s) Name: _____ **Date:**_____

If you would like to receive future updates by email instead of by mail, please provide your email address below.

Email Address_____

Please Print

L.M. KOHN & COMPANY

BROKERAGE AND INVESTMENT MANAGEMENT

Customer Acknowledgment Agreement

I (we), the customer(s) or his (their) legal representative (hereafter referred to as "Customer") hereby acknowledge to L. M. Kohn & Company (LMK) and its registered representatives listed below (hereafter referred to collectively as "L. M. Kohn & Company (LMK)" that:

1. **Customer understands that the investment or insurance products being offered are not insured by the Federal Deposit Insurance Corporation (FDIC), The National Credit Union Association (NCUA) or any government agency, are not deposits or other obligations of the institution, are not guaranteed by the institution, and are subject to investment risks including possible loss of principle investment.**
2. Customer is of legal age in his state of residence or domicile and is authorized to enter into this agreement.
3. Customer has received and reviewed the current prospectus(es) for the investment(s) applied for.
4. Customer understands the objectives and risks of the investment applied for and acknowledges that there can be no assurance that such objectives will be achieved.
5. Customer understands, as applicable, the distinction among classes of a multi-class fund.
6. Customer understands the concept of total return, yield, and distribution rates as applies to mutual funds.
7. Customer acknowledges that LMK will not maintain an account. Customer understands that his funds will be invested in securities selected by Customer and all such accounts will be maintained by the respective investment or life insurance company, which issues the securities. Customer agrees to be bound by the terms and conditions (as set forth in the account application, subscription agreement, custodial agreement, contract, or any other separate agreement) of each respective investment or life insurance company investment.
8. Customer acknowledges that confirmations and account statements will be provided by the respective investment/insurance Companies, and not by LMK. Customer understands that disputes regarding confirmations or accounts will be handled between him and the respective investment or insurance company, and not LMK.
9. Customer acknowledges that LMK will not repurchase his securities, and that requests for redemption of his securities should be addressed to the issuer of the securities.
10. Customer appoints LMK as his agent for the purpose of carrying out his directions with respect to the purchase and sale of securities in accordance with the terms and conditions of this acknowledgment.
11. Customer understands that LMK does not act as a Registered Investment Advisor with respect to the purchase or sale of securities Customer may make, and that no fiduciary relationship exists. All transactions will be done only by order of Customer or his authorized representative, and LMK shall only transact securities on an agency (not principal) basis.
12. LMK shall not be liable for loss caused directly or indirectly by war, natural disasters, government restrictions or other conditions beyond its control, including but not limited to exchange or market rulings, extreme trading volumes or market volatility.
13. Customer agrees not to buy any securities of a corporation of which he is an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to LMK that the securities are restricted.
14. This agreement shall be governed by the laws of the state of Ohio.
15. Communications may be sent to Customer at his current address (as disclosed in writing now or in the future to LMK), and all communications so sent, whether by mail, delivery service, or otherwise shall be deemed given to customer personally, whether actually received or not.
16. LMK reserves the right to record any and all phone communication with the home office to insure quality control.
17. This agreement applies only to investments placed at retail with LMK. Investments introduced by LMK to other firms, will be covered by separate agreement.
18. Investment Objectives Definitions: **Capital Preservation:** The objective of Capital Preservation is to protect your initial investment by choosing investments that minimize the potential of any loss of principal. The long-term risk of capital preservation is that the returns may not be adequate to offset inflation. **Income:** The primary objective of an income strategy is to provide current income rather than long-term growth of principal. **Balanced/Conservative Growth:** The primary objective of Balanced/Conservative Growth is to provide reasonable growth with less volatile performance by looking at fixed income and blue chip type equity investments, the more risk averse, the more that is allocated toward fixed income with a moderate duration. **Growth:** The objective of a growth strategy is to increase the value of your investment over time while recognizing a high likelihood of volatility. **Aggressive Growth:** The objective of an aggressive growth strategy is above average capital appreciation by investing in issues that may generally be more volatile than the overall market. Risk of capital loss is high in this category. **Speculation:** A speculator's objective is to assume a higher risk of loss in anticipation of potentially higher-than-average gain by taking advantage of expected price changes.
19. **Predispute Arbitration Agreement: This Customer Acknowledgment Agreement is subject to the arbitration rules of the Financial Industry Regulatory Authority. Customer should be aware that:**
    - **(i) Arbitration is final and binding on the parties.**
    - **(ii) The parties are waiving their right to seek remedies in court, including the right to jury trial.**
    - **(iii) Pre-arbitration discovery is generally more limited than and different from court proceedings.**
    - **(iv) The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modifications of rulings by the arbitrators is strictly limited.**
    - **(v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

Arbitration may not be binding in cases of class action; 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.

Customer agrees that all controversies that may arise between customer and LMK concerning any order or transaction, or the continuation, performance or breach of this acknowledgment or any other agreement between them, whether entered into before, on, or after the date of this acknowledgment is executed, shall be settled before a panel of independent arbitrators set up by the Financial Industry Regulatory Authority. Customer understands that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

Any Customer complaints must be directed to:

Carl R. Hollister
President & COO
L.M. Kohn & Company
10151 Carver Rd., Suite 100
Cincinnati, OH 45242

FACTS	**WHAT DOES L.M. KOHN & COMPANY 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. You are receiving this privacy notice because you are a client of L.M. Kohn & Company. The Gramm-Leach-Bliley Act of 1999 requires each member of the financial services industry to communicate its policy to consumers at the time of establishing a customer relationship. Furthermore, the act requires annual notification to all customers.
What?	The types of personal information we collect and share depend on the product or service you have with us. The information we collect comes primarily from answers given to us by you. This includes such information as your name, address and Social Security number that you have provided on applications, agreements or other forms. In addition, we maintain records of each of your transactions and holdings.
How?	**To whom we disclose the information & the reasons we can share this information** 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 L.M. Kohn & Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does L.M. Kohn & Company share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus *To other companies as necessary to process your business.* *For example, we transmit your personal information to investment companies and insurance companies. Third parties in this category, like those in the category above, must limit their use of the information to the purpose for which it was provided.* *Where required by law or regulation.* *Examples include responses to a subpoena, court order or regulatory demand, and as part of the Anti-Money Laundering Provisions as detailed in the U.S. Patriot Act.*	YES	NO
For our marketing purposes — to offer our products and services to you	NO	We do not Share
For joint marketing with other financial companies — *To companies with whom we have joint marketing agreements. A joint marketing agreement is one in which another financial institution offers a product or service jointly with L.M. Kohn & Company, such as RBC Correspondent Services, a division of RBC Capital Markets, LLC, Member NYSE/FINRA/SIPC our clearing firm for trade executions and reporting of assets..*	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 do not Share
For our affiliates to market to you	NO	We do not Share
For non-affiliates to market to you	NO	We do not Share

To limit our sharing	■ Call **(800) 478-0788** our menu will prompt you through your choice(s) ■ Visit us online: www.lmkohn.com Please note: If you are a *new* customer, we can begin sharing your information immediately from the date you open an account. 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 (800) 478-0788 or go to www.lmkohn.com

Who we are	
Who is providing this notice?	L.M. Kohn & Company, as an independent securities broker-dealer, is committed to safeguarding the confidential information of its clients. Respect for our customers' privacy has long been highly valued at L.M. Kohn & Company. Not only is it what our customers expect, it's the right way to conduct our business. Our privacy promise derives from basic principles of trust, ethics and integrity.

What we do	
How does L.M. Kohn & Company 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 L.M. Kohn & Company collect my personal information?	The information we collect comes primarily from answers given to us by you. This includes such information as your name, address and Social Security number that you have provided on applications, agreements or other forms. In addition, we maintain records of each of your transactions and holdings.
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 for marketing ■ sharing for non-affiliates to market to you – We do not share information for marketing State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.] For California residents, we will limit the sharing of your nonpublic personal information with other RBC companies to the extent required by applicable California privacy laws.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. We only share with Non-LMK affiliates upon your request as authorized by you. You may direct us, for example, to send your account statements and trade confirmations to a third party. You may direct us to provide information to other trusted advisors such as an attorney or CPA.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ We need to share with print and mail Companies to send communications

Other important information

Proxy Notices.
L.M. Kohn & Company does not vote proxies on behalf of clients. All proxy material is forwarded to our clients by our clearing firm RBC Correspondent Services.

Governing Bodies.
Please note that you may contact the Financial Industries Regulation Authority (FINRA) at www.FINRA.org, or the Securities Investor Protection Program (SIPC) at www.SIPC.com or (202) 371-8300.

EMMA Website for Municipal Bonds - you may now find official statements, continuing disclosure of "material events" with respect to any municipal bond issue, as well as other information about bonds you may have purchased. Log on to http://emma.msrb.org utilizing the CUSIP number of the municipal bonds you may purchase.

FINRA BrokerCheck Tool – BrokerCheck is a free tool to help investors research the professional backgrounds on current and former FINRA-registered brokerage firms and brokers. You may access FINRA BrokerCheck through the www.finra.org website or by calling BrokerCheck toll free (800) 289-9999.

Securities Investor Protection Corporation ("SIPC"). - SIPC is the first line of defense in the event a brokerage firm fails owing customer's cash and securities that are missing from customer accounts. SIPC protection does not cover a decline in the value of your assets due to market loss. You may obtain information about SIPC, including the SIPC brochure by accessing SIPC's website at: www.sipc.org or by calling: (202) 371-8300.

Business Continuity Plan – L.M. Kohn & Company (the "Firm") is committed to protecting our employees, clients and their assets at all times, including in times of emergency. As part of this commitment, and in compliance with internal management policy and industry regulations (FINRA, NFA, et al), the Firm maintains a business continuity plan (the Plan). The Plan provides for sustainable operating environments during any crisis/incident or major business interruption that adversely impacts the Firm's ability to conduct business. The Plan addresses various scenarios including but not limited to a departmental disruption, building, city-wide or regional disruption, or a pandemic incident. Because the Plan contains details of a confidential and proprietary nature, it is not distributed to the public.