**Privacy Policy**

TCFG Wealth Management, LLC and its affiliates (collectively known as "TCFG") respect your right to privacy. We have always been committed to securing the confidentiality and integrity of your personal information. We are proud of our privacy practices and want our current and prospective customers to understand what information we collect and how we use it.

TCFG is committed to safeguarding your confidential information. Except as described in this notice, as it may be required or permitted by law, TCFG does not share your customer information with non-affiliated third parties.

**The Customer Information we Collect**

TCFG collects and develops personal information about you. The term "customer information" means any personally identifiable information you provide or gathered about you that is not generally publicly known. The essential purpose for collecting customer information is to provide and support the financial products and services you obtain from TCFG. The categories of customer information collected by TCFG depend upon the scope of the engagement with your Financial Professional (hereinafter referred to as "Representative") and are generally described below.

As a broker-dealer, TCFG collects and develops customer information to provide brokerage products and services. Customer information TCFG collects includes:

* Information we received from you on applications or other forms, including your name, address, Social Security number, income, income tax rate, net worth, financial objectives, risk tolerance, and the names of beneficiaries.
* Information we receive or obtain from other sources, including:
	+ Information collected and developed by issuers of securities, insurance products, or services you own to issue, administer, and process transactions relating to these products or services.
	+ For products involving the extension of credit, we will obtain information about your credit and credit history from unaffiliated consumer reporting agencies.
	+ Information about your financial products and services transactions with TCFG.
	+ If you apply for insurance products through TCFG Insurance Solutions, LLC we will collect the health information you provide.

**Data Security**

TCFG restricts access to customer information to our Representatives and employees who need it to perform their job responsibilities. TCFG maintains agreements and physical, electronic, and procedural security measures that comply with federal regulations to safeguard your customer information.

**Use in Disclosure of Customer Information to Provide Customer Service for Your Accounts.**

To administer, manage and service customer accounts, process transactions and provide related services for your accounts, it is necessary for us to provide access to customer information within TCFG to certain non-affiliated companies. We may share customer information we gather with:

* Entities that perform services for us or function on our behalf (including check printing services, clearing broker-dealers, investment companies, and insurance companies).
* Third-party administrators and vendors to provide current and future information on your account (such as transaction history, tax information, and performance reporting).
* Financial institutions with whom we have entered into a networking agreement to provide you with valuable financial products or services.
* Others as permitted or required by law (such as government entities, consumer reporting agencies, or other third parties in response to subpoenas, arbitration or litigation actions, or regulatory inquiries).

We may enter one or more joint marketing arrangements with unaffiliated broker-dealers to jointly market our respective financial services and provide you with valuable financial products or services. We may share all the categories of customer information described above.

**Disclosure of Your Customer Information**

TCFG recognizes the right of each customer to select a broker-dealer representative to provide brokerage insurance products and services. In connection with transferring your Representative's securities registration to another firm, your consumer information may be shared with your Representative and their new firm. The data to be shared may include confidential information in the custody of your Representative, as well as other information in our possession or in possession of certain non-affiliated third parties who performed services for your account that we believe are necessary to transfer your account, including your address, telephone number, email address, account number and type, transaction history, tax reporting information and other information relating to your account.

* Your customer information may also be shared with certain entities owned, controlled by, or affiliated with your Representative.
* In addition, in the event your Representative (or their estate) agrees with an unaffiliated Representative to sell some portion of their securities or insurance business, your confidential customer information may be shared with the acquiring Representative and their firm.
* You may prevent disclosure of your customer information by instructing TCFG not to provide your customer information in these instances by emailing opt-out to service@tcfgwealth.com or by writing to us at 28200 Cabot Rd, Suite 300, Laguna Niguel CA 92677 Attention: Operations or by contacting your Representative directly. You may prevent this disclosure now or at any later time. In addition, you may contact us to revoke or withdraw your instructions not to share your customer information.

**Use and Disclosure of Health Information**

To the extent you provide health information to TCFG to make an application for insurance products, such information will not be disclosed to non-affiliated companies for any purpose except to underwrite or administer your insurance policy and related claims, as required by law or as authorized by you.

**Former Customers**

If you close an account with TCFG, we will continue to operate following the principle stated in this notice.

**Requirements of Federal Law**

In November 1999, Congress enacted the Gramm Leach Bliley Act ("GLBA") GLBA requires financial institutions, including broker-dealers, investment advisers, and investment companies, to adopt policies and procedures designed to protect the privacy of customer information. To the extent a financial institution discloses customer information to non-affiliated third parties other than as permitted or required by law, customers must be given the opportunity and means to opt-out (or prevent ) such disclosure.

**Requirements of State Law Opt-Out States**

If you live in a state that permits you to opt-out (or prevent) disclosures of your customer information, and you do not wish for us to share your customer information with those entities owned, controlled by, or affiliated with your Representative or if your Representative should sell their securities business to an unaffiliated Representative or transfer their securities registration to another firm, you have the right to opt-out of such disclosure. If you wish to prevent sharing of your customer information, please call or email your Representative directly or by email to the home office at Service@tcfgwealth.com or write us at 28202 Cabot Road, Suite 300, Laguna Niguel, CA 92677. Attention: Compliance Department

**Requirements of State Law Opt-In States**

If you live in a state which requires your affirmative consent to authorize the sharing of your customer information, the Representatives new firm, TCFG, and or your Representative would seek your written instructions as required under applicable state law to authorize the disclosure of your confidential customer information before the data is shared.

**Keeping up to Date With Our Privacy Notice**

We may amend this policy at any time. We will inform you of changes required by the law to receive the most up-to-date privacy notice. You may call or email your Representative directly or write us at 28202 Cabot Road, Suite 300, Laguna Niguel, CA 92677. Attention: Compliance

**How to Protect Your Information**

* Protect your Social Security number. Provide your Social Security number only when necessary, and do not carry your Social Security number with you
* Treat your trash in the mail carefully to thwart an identity thief who may pick through your trash or recycling bin to capture your personal information. Always shred your charged receipts, copies of credit applications, insurance forms, physical statements, checks, bank statements, and expired charge cards that you're discarding end credit offers in the mail.
* Always deposit your outgoing mail containing personal identifying information in post office collection boxes or at your local post office rather than in an unsecured mailbox.
* Be on guard when using the Internet. The Internet can leave you vulnerable to online scammers, identity thieves, and more. For practical tips to help you be on guard against Internet fraud, secure your computer, and protect your personal information, visit www.onguardonline.gov
* Verify a source before sharing information. Do not give out personal information on the phone, through the mail, or over the Internet unless you've initiated the contact and are sure you know whom you're dealing with. Identity thieves are clever and may pose as representatives of banks, internet service providers, and even government agencies to get people to reveal their social security number, mother's maiden name, account number, and other identifying information.

**Waiver of Jury Trial**: Waiver of jury trial calling each of the parties hereto irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

**Resolving Disputes — Arbitration**

This Agreement contains a pre-dispute arbitration clause. Under this clause, which becomes binding on all parties when you sign your account application, you and your broker-dealer or Advisory Firm agree as follows:

* 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.
* Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
* The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
* 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.
* The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
* 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 to court.
* The rules of the arbitration forum in which the claim is filed and any amendments thereto shall be incorporated into this Agreement.

All controversies that may arise between me, my broker-dealer, and my Financial Advisor concerning any subject matter, issue, or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation, or breach of this or any other agreement between me, my broker-dealer or any of our custodians, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory

Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization

or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you and/or the clearing firm to make a such designation on my behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class concerning 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.