StoneX[®]

FINRA Public Disclosure Program

As a member of the Financial Industry Regulatory Authority, Inc. (FINRA), StoneX Financial Inc. (SFI) is required to disclose the availability of BrokerCheck, an online tool that provides information about FINRA-registered firms and investment professionals. To access BrokerCheck or download an investor brochure, go to <u>www.finra.org/brokercheck</u>. You can also call the BrokerCheck Hotline at +1 (800) 289-9999.

Securities Investor Protection Corporation (SIPC) Disclosure

StoneX Financial Inc. (SFI) is a member of the Securities Investor Protection Corporation (SIPC), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per client as defined by SIPC rules. As it pertains to SIPC, you can obtain further information, including the SIPC brochure, by contacting SIPC. They can be reached by visiting their website at <u>www.sipc.org</u> or by telephone, email, or regular mail: Securities Investor Protection Corporation 805 15th Street, N.W., Suite 800, Washington, D.C. 20005-2215 Tel: +1 (202) 371-8300 Fax: +1 (202) 371-6728 Email: <u>asksipc@sipc.org</u>.

MSRB Client Education and Protection

MSRB Rule G-10 covers Investor Client education and protection. This rule requires that firms make certain disclosures to its customer. StoneX Financial Inc is registered with the Municipal Securities Rulemaking Board (MSRB) and the U.S. Securities and Exchange Commission (SEC) as a broker-dealer. The MSRB website address is <u>www.msrb.org</u>. An investor brochure that describes the protections available under the MSRB rules and how to file a complaint regarding StoneX Financial Inc, its personnel, or any of its affiliates with an appropriate regulatory authority may be obtained on the MSRB website.

Margin Disclosure Statement

(Applicable if you have opened a margin account)

This document is being provided to you to provide some basic facts about purchasing securities on margin and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin agreement provided upon opening your margin account. Consult your registered representative regarding any questions or concerns you may have with your margin account.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from StoneX Financial Inc (SFI). If you choose to borrow funds from SFI, you will open a margin account with SFI. The securities purchased are SFI's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, SFI can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with SFI, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in using margin, whether trading securities on margin or using your margin account equity for other purposes. These risks include the following:

- You can lose more funds than you deposit in the margin account. A decline in the value of securities purchased/held in your margin account may require you to provide additional funds to SFI to avoid the forced sale of those securities or other securities or assets in your account(s).
- SFI can force the sale of securities or other assets in your account(s). If the
 equity in your account falls below the maintenance margin requirements
 or higher "house" requirements, SFI can sell the securities or other assets
 in any of your accounts held at SFI to cover the margin deficiency. You also
 will be responsible for any short fall in the account after such a sale.
- SFI can sell your securities or other assets without contacting you. Some
 investors mistakenly believe that a firm must contact them for a margin
 call to be valid, and that the firm cannot liquidate securities or other assets
 in their accounts to meet the call unless the firm has contacted them first.
 This is not the case. Most firms will attempt to notify their clients of margin
 calls, but they are not required to do so. However, even if SFI has contacted
 you and provided a specific date by which you can meet a margin call,
 the firm can still take necessary steps to protect its financial interests,
 including immediately selling the securities without notice to you.
- You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, SFI has the right to decide which security to sell to protect its interests.
- SFI can increase its "house" maintenance margin requirements at any time and is not required to provide advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Failure to satisfy the call may cause SFI to liquidate or sell securities in your account(s).
- You are not entitled to an extension of time on a margin call. While an
 extension of time in order to meet margin requirements may be available
 to you under certain conditions, you do not have a right to the extension.

SEC Order Execution/ Routing Disclosures

The Securities and Exchange Commission requires broker-dealers to disclose to customers information concerning its order routing practices and any payment for order flow the broker-dealer receives. We are providing you the following details to assist you in better understanding the process StoneX Financial Inc. (SFI) employs when handling your orders.

SFI routes your equity orders to various market centers, typically wholesale

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market makers which could, in turn, route your order to an exchange. SFI's order routing decisions are based on a number of factors including the size of the order, the opportunity for price improvement at the market center, and the quality of order executions that SFI receives from such market centers. SFI regularly review its routing decisions, evaluates the market centers to which it routes orders, and tests trade executions, consistent with its obligation to seek to obtain best execution for your orders.

SEC Rule 605

The SEC's customer disclosure rule, SEC Rule 605, requires that SFI publicly disclose monthly data about the quality of its own trade executions. Each monthly report discloses execution quality data based on the previous month's trading activity.

To access SFI's trade execution reports visit <u>https://public.s3.com/rule605/intl/.</u>

SEC Rule 606

SEC Rule 606 requires all broker-dealers that route non-directed customer orders in equity securities on a held basis and non-directed customer orders in option securities to make publicly available quarterly reports (broken out for S&P 500 stocks, other NMS stocks, and options) that, among other things, identify for each category the following:

- The percentage of total customer orders that were non-directed orders and the percentages of total non-directed orders that were market orders, limit orders, or other orders
- The identity of the venues to which a significant percentage of total nondirected orders were routed for execution
- The percentage of total non-directed orders routed to the venue, and the percentages of total non-directed market orders, non-directed marketable limit orders, non- directed non-marketable limit orders, and non-directed other orders that were routed to the venue
- For each applicable venue, the amount of payment for order flow received, transaction fees paid, and transaction rebates received, both as a dollar amount and on a per-share basis
- Terms of the material aspects of the broker-dealer's relationship with each venue identified above, including a description of any arrangement for payment for order flow and any profit-sharing relationship

To access SFI's public order-routing reports visit <u>https://public.s3.com/rule606/ intl/</u>. Consistent with SEC guidance, SFI provides this information for venues to which it routes 5% or more of order flow.

Additionally, upon written request, SFI and affiliates will provide you with details regarding the destination to which your orders (for up to six months preceding your request) were routed for execution. SFI will also provide you, upon request, with information regarding the handling of any "not held" orders you might place with SFI, consistent with the requirements of Rule 606(b)(3).

Payment for Order Flow

SFI receives payment for routing certain orders in stocks to market centers. The amount of payment for order flow is generally the same for each market center and are listed on SFI's Rule 606 public order-routing report for market centers to which SFI routes 5% or more of non-directed orders. SFI also receives payment for orders not subject to reporting on SFI's public order-routing report. Such payment for order flow rates are generally the same for each market center but may vary based upon size or type of order or type of order flow.

SFI receives payment for routing your options orders to designated brokerdealers or market centers for execution. The Firm receives compensation on a per contract basis. The source and amount of any compensation received in connection with your options transaction and any additional information concerning the options order flow payments will be furnished to you upon written request, within the statutorily applicable timeframe. In addition, the amount of payment for order flow received is disclosed in the applicable section of SFI's Rule 606 public order-routing reporting for options orders.

Requests for specific information about the order flow of any transaction (i.e. whether payment for order flow was received, the source of such payment, and the amount of such payment, and information regarding not held

orders) should be directed to your StoneX representative or sent via email to <u>ComplianceRequests@stonex.com</u>. SFI and its affiliates will provide that information about transactions up to six months preceding your request.

FINRA Rule 5320 Disclosure

FINRA Rule 5320 generally provides that a broker-dealer that accepts and holds an order in an equity security from its own customer or customer of another broker-dealer is prohibited from trading that security on the same side of the market for its own account at a price that would satisfy the customer order, unless the firm immediately thereafter executes the customer's order up to the size and at the same or better price at which it traded for its own account. This disclosure outlines SFI's practices relating to Rule 5320.

Please note that consistent with the existing regulatory guidance, not-held orders are outside the scope of the rule. With respect to orders for institutional accounts, or for orders of 10,000 shares or more that are greater than \$100,000 in value, a broker-dealer is permitted to trade a security on the same side of the market for its own account at a price that would satisfy such customer order, provided that the broker-dealer has provided clear and comprehensive written disclosure to such customer at account opening and annually thereafter that (a) discloses that it may trade for its own account at prices that would satisfy the customer order, and (b) provides the customer with a meaningful

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opportunity to opt in to the Rule 5320 protections with respect to all or any portion of the customer's order. Rule 5320 does not require order-by-order consent. Institutional clients may grant SFI consent permitting SFI to trade for its own account while handling their orders. Pursuant to Rule 5320 as described above, you may choose to withhold your consent and disallow SFI from trading alongside your orders.

If you choose to withhold your consent, you must notify SFI in writing. Notification should be made to StoneX Financial Inc. Attn: Compliance Department, 2 Perimeter Park South, Suite 100W, Birmingham, AL 35243. Please note that one of our Market Makers may be handling your order. Rule 5320 permits these market makers to execute trades alongside your order on a principal basis at prices that would satisfy your orders without restriction.

FINRA Rule 5270 – Prohibition on Front Running Client Block Transactions

The Financial Industry Regulatory Authority, Inc. (FINRA) and the various U.S. exchanges have had longstanding policies expressly prohibiting front running in equities stock and options products as well as principles of fair dealing generally governing market trading activities. Effective June 1, 2013, FINRA has expanded its policy on front running of client block transactions to include fixed income securities expressly and to clarify the scope of the prohibition as reaching a broader category of instruments, defined as "related financial instruments" (e.g., swaps). In preparation for the implementation of this new FINRA policy ("Rule 5270"), we are taking this opportunity to remind you of SFI's practices with respect to handling of block transactions.

As a general matter, Rule 5270 prohibits a broker-dealer from trading for its own account while taking advantage of knowledge of an imminent client block transaction, and SFI employees are strictly prohibited from engaging in such activity. Rule 5270 recognizes certain exceptions to this general prohibition. Among the exceptions, the Rule does not preclude a broker-dealer from trading for its own account for purpose of fulfilling or facilitating the execution of a client's block transaction. Consistent with this exception, you should be aware that SFI may engage in trading to hedge the risk of your block transaction using market data and other forms of permissible information that are available to us. This hedging activity may coincidentally impact the market prices of the securities or financial instruments you are buying or selling. As always, we will conduct this trading in a manner designed to limit market impact and consistent with our best execution of bligations.

SFI's business principles are the foundation of our culture. Whether in the facilitation of block transactions or other services we provide to you, we will not place our financial interests ahead of your own and will endeavor to afford you the highest quality of service.

Callable Securities Procedure

StoneX Financial Inc. (SFI) utilizes a lottery process for a partial call, pre-refund or defeasement that is a random process designed to allocate called securities on a fair and impartial basis. The lottery process is based on a mathematical formula to randomly select accounts for allocation. For calls that are deemed favorable to the security-holder, firm accounts, as well as accounts of associated persons of broker-dealers, are excluded until all client positions have been allocated. A favorable call occurs when the call price exceeds the current market price. If no price is available the call is presumed favorable. If a call is deemed unfavorable to the security-holder, firm and associated persons' accounts are included in the lottery. An unfavorable call occurs when the call price is below the current market price. Additional details concerning the lottery process will be provided upon request.

Market Fragmentation

Investors should consider the following points regarding market structure and market fragmentation:

In financial markets that are larger and more developed, the current trend has been towards more fragmented markets, as the benefits of several competing trading venues (connected via high-speed computers and communications links) appear to outweigh the advantages of a concentrated market structure.

A market can be either 'concentrated' where most, if not all, trading in a set of securities is conducted in one or two trading centers, or 'fragmented' where investors send orders to numerous trading venues that all compete with each other for order flow. A trading venue can be a physical place like the floor of the New York Stock Exchange or a virtual meeting place like NASDAQ OMX's electronic market for trading stocks.

There is a clear trade-off between concentrated and fragmented markets, as concentrated markets can potentially provide greater depth, higher certainty of order execution, and greater transparency in terms of pricing information.

In contrast, a fragmented market provides the benefits of more competition for order flow and greater incentives to introduce innovative new ways to trade securities. These benefits, however, might be offset by potentially greater search costs to find sufficient liquidity, reduced transparency in security prices, and greater uncertainty of order execution.

Extended Hours Trading Disclosure

You should consider the following points before engaging in extended hours trading. "Extended hours trading" means trading outside of "regular trading hours." "Regular trading hours" generally means the time between 9:30 a.m. and 4:00 p.m. Eastern Time.

Risk of Lower Liquidity. Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more

likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular trading hours. As a result, your order may only be partially executed, or not at all.

Risk of Higher Volatility. Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular trading hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price when engaging in extended hours.

Risk of Changing Prices. The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular trading hours or upon the opening the next morning. As a result, you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.

Risk of Unlinked Markets. Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.

Risk of News Announcements. Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

Risk of Wider Spreads. The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

Risk of Partial Executions. Orders placed during extended trading hours may be entered through a participating ECN or exchange, which may be linked to other ECNs or exchanges. Because you cannot add qualifiers to an order, such as AON or FOK, a round lot order may be filled in part by an odd lot or mixed lot order, leaving stock left over to buy or to sell. There is a risk that the remaining order may not be filled during the extended hours session. An odd lot may not be represented in the displayed quote. This would occur in instances in which an order has an execution leaving an odd lot. There are no execution guaranties for an odd lot or the odd lot portion of a mixed lot portion of an order.

Business Resiliency Disclosure

StoneX ("the Company") and its affiliates have established a global business resiliency ("BR") planning policy and program to assess and manage the effects of an emergency or significant business disruption on its operations to provide resiliency of critical business functions. Since the timing and impact of disasters and disruptions is unpredictable, the Company needs to be flexible in responding to actual events as they occur. The Company's business resiliency and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location for employees; counterparty impact; regulatory reporting; and assuring customers prompt service. With that in mind, the Company is providing you with this information about its business resiliency plan.

The BR planning program begins with a review of each department and an analysis of its business resiliency risk via a Business Impact Analysis ("BIA"). This BIA process encompasses all aspects of the Company's key business functions. The analysis defines, for each business process, its department, department manager, the process criticality/recovery time objective, applications and third parties required to perform the process, alternate processing strategies, financial or legal/regulatory impacts, etc. This information is all used and built into a department level BR plan.

The department level BR plans are reviewed and updated as significant business changes occur and regulatory sign off takes place annually. The BR plan is designed to account for the actions the company will take in the event of disruptions that can vary in terms of scope and severity. The company BR plans encompass alternate processing strategies for 7 major disruptions buckets: Loss of Applications, Phones, Staff, Power, Building, Critical third parties and Pandemic. By utilizing this type of methodology, the company feels that it can respond to various incidents and continue critical business processes. This includes incidents involving an office building where any of the company's offices may reside. It also includes information regarding staff unavailability, where staff members may be unable to work at their normal business location.

The Company is diversely dispersed with its regional and out-of-region office locations to back up critical functions, data and system applications including alternative manual procedures identified to enable continued functionality. The BR plan has been reasonably designed to allow the company to continue its business operations and safeguard the interests of its clients. The Company expects to be able to meet its client obligations within the day. While the company's business resiliency plan has been reasonably designed to allow it to operate during emergency incidents of varying scope, such potential incidents are unpredictable. The Company's business resiliency plan is subject to change without notice. Nothing contained in this document amends or changes any of the terms set forth in any agreements between the company and any of its customers.

For further information, please feel free to contact us at: business.resiliency@stonex.com.

Electronic Funds Transfer and Cash Management Program Debit Card

The following information pertains to customers who hold a Visa debit card tied to their brokerage account carried by StoneX Financial Inc. or who transfer money electronically to or from us (Electronic Funds Transfers or EFTs).

If you have questions regarding electronic transfers, call StoneX Cash Management at +1 (205) 414-7297 between 8:00 AM CT and 5:00 PM CT. You may also write to StoneX at StoneX Financial Inc., 2 Perimeter Park South, Suite 100W, Birmingham, AL 35243.

Contact us immediately if you think your statement or transfer receipt is incorrect, or if you need more information about a particular transfer. We must hear from you within 60 calendar days of the date of the first document on which the transfer in question appears. When contacting us please provide:

- Your name, address, phone number and brokerage account number;
- A description of the error or of the EFT transfer you are unsure about, and why you believe it is an error or more information is needed; and
- The dollar amount of the suspected error.

If you notify us verbally, we may request that you submit your inquiry in writing within 10 business days. In addition, we may require additional documentation from you or action by you in order to investigate or resolve your inquiry. Please note that we are not responsible for any transfers of funds out of your account that are made in accordance with your instructions. You need to be confident in the accuracy of your instructions before requesting transfers.

We will determine whether an error occurred within 10 business days after we receive notice from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask for your inquiry in writing and we do not receive it within 10 business days, we may not credit your account.

Notwithstanding the foregoing, for errors involving new accounts, point-ofsale, or foreign-initiated transactions, we may take up to 90 calendar days to investigate your inquiry. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will inform you of the results of our investigation within three business days after completing the investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

FDIC Insured Deposit Sweep Program Disclosure Statement Introduction

StoneX Financial Inc.'s (SFI) FDIC Insured Deposit Sweep Program provides you the ability to automatically "sweep" uninvested U.S. dollar cash balances in your account into Federal Deposit Insurance Corporation (FDIC) insured bank deposit accounts at multiple FDIC-insured banks (Participating Banks). Participating in the FDIC Insured Deposit Sweep Program provides you the opportunity to earn interest on your funds while they are awaiting investment or as needed to satisfy obligations arising in connection with your account. FDIC Insured Deposits are intended only as a short- term use of cash and should not be viewed as a long-term investment strategy.

If you are purchasing an investment, the automatic sweep feature allows the exact amount of the transaction to be swept from your account to fund such purchase on settlement date. If you are selling an investment, the proceeds are automatically swept from your account by the day following settlement. If you make a deposit to your account (by check, ACH, wire, etc.), it may take up to two business days before your deposit sweeps into an FDIC insured deposits, and such deposits will constitute Free Credit Balances until they are swept.

Upon opening your account, you will have the opportunity to enroll in the FDIC Insured Deposit Sweep Program. Alternatively, you may elect to receive distributions of available cash or to direct that we leave cash uninvested in your account as a free credit balance awaiting investment (Free Credit Balance). SFI may use and earn income on Free Credit Balances, as permitted by law, and may or may not pay interest on such balances. We may, upon prior notice to you, modify the terms and conditions of our FDIC Insured Deposit Sweep Program. If you do not object to any such notice within 30 days, you agree we may treat your non-response as your approval.

FDIC Insured Deposit Accounts

When you enroll your account in the FDIC Insured Deposit Sweep Program, your available U.S. dollar cash balances will be automatically swept from your brokerage account into one or more FDIC interested-bearing accounts ('IDP Accounts') at Participating Banks. The Program has a network of FDIC-insured Participating Banks to which funds can be spread to offer you access to increased FDIC coverage. Participating Banks may be added to or removed from the Program without prior notice to you. A list of current Participating Banks is available at www. <u>stonex.com/Disclosures</u>.

SFI acts as exclusive custodian and agent with respect to all transactions relating to the IDP Accounts and has established a separate account for the benefit of customers at each Participating Bank and evidenced by a book entry on the account records on each such Participating Bank. Each such deposit account maintained at the Participating Banks is insured by the FDIC within certain applicable limits, as described below. SFI maintains records of your interest in each deposit account at each Participating Bank. No evidence of ownership, such as passbook or certificate, will be issued to you, thus all transactions in the IDP Accounts must be made through us.

All questions regarding IDP Accounts should be directed to your financial

representative and not the Participating Banks. The Participating Banks will not accept any instructions concerning your deposits in a Participating Bank through the FDIC Insured Deposit Sweep Program unless such instructions are sent by us. Funds swept into IDP Accounts will begin earning interest from the day they are received by the Participating Bank up to, but not including, the date of withdrawal. Interest will accrue daily and be credited to your account monthly and appear on your periodic brokerage account statement. The daily rate of interest described below is 1/365 of the applicable interest rate. You will receive a Form 1099-INT from SFI indicating the amount of interest income.

The rate at which you will earn interest on your deposits will be established periodically by us and will vary based upon a number of factors, including the aggregate amount of deposits by all participants in the IDP accounts, the interest rates paid by the Participating Banks, the fees charged by us (up to 550 basis points (550%)), and prevailing market and other business conditions. Rates may vary among customers and account types. Generally, the interest rate you receive will not vary depending on the particular Participating Bank in which your funds are deposited, however rates of return can vary over time. You can obtain current interest rate information by contacting your financial representative.

SFI may waive all or a portion of the fees payable to us, and a portion of any fees received by us may be paid to any introducing broker, investment advisor or financial representative associated with your account.

The rate you receive is subject to reduction to the extent a Participating Bank's premium costs to FDIC are increased. The rates paid with respect to the IDP Accounts may be higher or lower than rates of return available for money market mutual funds, or as a depositor directly with a bank, including any of the Participating Banks.

Cash swept into an IDP Account at a Participating Bank is federally insured up to applicable FDIC limits in the event of a bank failure. Although the Program's network of FDIC-insured Participating Banks provides you access to increased FDIC coverage, FDIC coverage limits are \$250,000 for all deposits (checking, money market, savings, CDs, etc.) per depositor, per insured bank, for each account ownership category. Therefore, if you had a checking account at one of the Participating Banks and the cash in your brokerage account was swept to that same Participating Bank, the total insured amount would be \$250,000 for all denoisy and coverage information.

FDIC insurance begins once funds are swept into the IDP Account at the Participating Bank. While in transit from us to the Participating Banks and from the Participating Banks to us, the funds pass through our Intermediary Bank. While at our Intermediary Bank such funds are also eligible for FDIC Insurance to the FDIC maximum per account type when aggregated with any other deposits held by you in the same capacity at our Intermediary Bank. It is possible that your funds in transit at our Intermediary Bank will exceed the maximum amount of FDIC coverage available through our Intermediary Bank as an individual bank; therefore, the amount that exceeds that amount may not be covered by FDIC insurance until such funds are remitted to Participating Banks.

It may take up to two business days for funds deposited in your brokerage account to sweep to our Intermediary Bank for allocation to Participating Banks. Until the sweep occurs, the funds will remain uninvested Free Credit Balances in your account. Because SFI is a member of the Securities Investor Protection Corporation ("SIPC"), our customers are protected up to applicable SIPC limits if SFI were to go out of business and there were customer securities or funds unaccounted for. Current SIPC limits are \$500,000 for securities and cash per customer, of which up to \$250,000 may be in cash (i.e., Free Credit Balances). SFI carries excess SIPC coverage through Lloyd's of London that, if applicable, is designed to pick-up where SIPC protection ends by covering customers for up to an additional \$24.5 million per customer. This policy has an aggregate policy limit of \$100 million in total protection. Neither SIPC protection nor excess SIPC coverage provides protection against market losses. Once funds are swept into an IDP Account they are held at an FDIC member bank and, accordingly, they are protected by FDIC insurance. They are not covered by SIPC or by Lloyds.

For additional information about SIPC coverage, an explanatory brochure is available at <u>www.sipc.org</u> or call SIPC at 202.371.8300

Your uninvested cash will be swept into one or more Participating Banks in accordance with a nondiscretionary mathematical formula (algorithm). Generally, no more than \$250,000 (\$500,000 for joint accounts) will be swept into any one Participating Bank. It is, however, possible that your Cash Sweep deposit combined with other deposits you make at a Participating Bank (directly or through an intermediary) could exceed the maximum amount of FDIC insurance available at an individual Participating Bank. We will inform you on each periodic statement of which Participating Bank(s) maintain deposits with respect to your account, all deposit and withdrawal activity, opening and closing balances, interest earned, and the detail of balances held at each Participating Bank. You are responsible for monitoring the total amount and insurable capacity of deposits you have at each Participating Bank (both as a part of and outside of the FDIC Insured Deposit Sweep Program). You may instruct us not to deposit your funds in a particular Participating Bank. Any such instruction will result in any current deposit in that Participating Bank being withdrawn and deposited in another Participating Bank, and no new deposits will be made in the Participating Bank in which you instructed us not to sweep your funds. If the amount of your deposits exceeds the capacity of Participating Banks to provide deposit insurance, your excess deposits will be swept to and held in deposits at one or more Participating Banks designated by us from time to time (each a "Designated Excess Bank"), even if they exceed FDIC insurance coverage available to you through the Designated Excess Bank.

STONEX FINANCIAL INC. ANNUAL DISCLOSURES AND NOTICES (CONTINUED)

In the event that any Participating Bank rejects any additional deposits, withdraws entirely or is terminated from the FDIC Insured Deposit Sweep Program, such balances will be reallocated to another Participating Bank to the extent possible. You also may, outside of the FDIC Insured Deposit Sweep Program, establish a direct depository relationship with the Participating Bank, subject to the Participating Bank's rules with respect to maintaining accounts. If you establish such direct relationship, these applicable deposits will no longer be part of your brokerage account.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period in which the FDIC must make insurance payments available, and SFI is under no obligation to credit your account with funds in advance of payments received from the FDIC. Furthermore, you may be required to provide certain documentation to the FDIC and to us before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

Adding or Withdrawing Funds from the FDIC Insured Deposit Sweep Program

Adding Funds. There is no minimum initial deposit in Participating Banks. All cash becoming available in your account will be swept into one or more IDP Accounts.

Withdrawing Funds. You may access your funds in the FDIC Insured Deposit Sweep Program only through your brokerage account. You cannot access or withdraw cash held in the Program directly from a Participating Bank.

When funds are needed to cover transactions or satisfy a debit in your brokerage account, we will use the following sources in the order listed: (i) available Free Credit Balances, including money added to your brokerage account not yet swept into IDP Accounts, (ii) balances available in IDP Accounts, and (iii) if you have a margin account, any margin credit available. For more information about margin accounts, see our Margin Disclosure Statement at <u>www.stonex.com/</u> disclosures.

Withdrawals from the FDIC Insured Deposit Sweep Program will normally be made on the business day following transactions in your brokerage account; however, your brokerage account is credited on the day of any debit. This process might result in you having an obligation to make us whole for the sum of the debits in your brokerage account if there is a problem withdrawing funds from an IDP Account or if you otherwise fail to sufficiently fund your brokerage account for the full amount of your daily debits.

Balances in the FDIC Insured Deposit Sweep Program can be liquidated on your order and the proceeds returned to your brokerage account or to you. However, Federal banking regulations require each Participating Bank in the Program to reserve the right to require seven (7) calendar days prior notice before permitting a withdrawal of any deposit.

Fees. No direct fees will be assessed to your account for enrolling and participating in our FDIC Insured Deposit Sweep Program. Instead, we retain up to 550 basis points (5.5%) of the interest paid by Participating Banks and/or their respective affiliates.

Free Credit Balances

If you determine not to sweep your uninvested cash into the FDIC Insured Deposit Sweep Program, you may elect to receive distributions of available cash (certain charges may apply -- refer to your broker- dealer's schedule of fees) or, if eligible, to leave available cash balances uninvested in your account in the form of a Free Credit Balance. Free Credit Balances generally include the cash in your account held for investment minus certain items such as purchase transactions due to settle within a specified time period, other charges to your account, and credit balances that are designated as collateral for your obligations. Free Credit Balances are payable to you upon demand. We may use your Free Credit Balances to fund certain of our business operations, as permitted by law, and may earn income through such use.

We are required by rules of the Securities and Exchange Commission to perform a weekly computation to determine whether we have a net payable to, or receivable from our customers. In the event the computation indicates a net payable, we must place required funds or qualified securities (treasury securities) on deposit in a special reserve bank account for the exclusive benefit of our customers. We keep standard control letters current with each bank where a special reserve bank account is held. The control letters provide that the funds on deposit are for the exclusive benefit of our customers and will at no time secure, directly or indirectly, any loan made to us. The control letters also provide that assets in the special reserve bank account will not be subject to any right, charge, security interest, lien or claim of any kind in favor of the bank or any person claiming through the bank.

Free Credit Balances are generally guaranteed as to principal and interest by SIPC for up to \$250,000 per account. For more information on SIPC coverage of Free Credit Balances in your account see www. <u>sipc.com</u>. We carry excess SIPC coverage through Lloyd's of London that, if applicable, is designed to pick-up where SIPC protection ends by covering customers for up to an additional \$24.5 million per customer, which covers up to an additional \$900,000 in Free Credit Balances per customer. This policy has an aggregate policy limit of \$100 million in total protection.

Changes in Your Financial Situation or Investment Objectives

In order for your financial representative to make proper recommendations relative to your account, it is incumbent upon you to promptly notify us when your financial situation and/or investment objectives change.

Statement of Financial Condition

StoneX Financial Inc. makes available its audited Statement of Financial Condition to any customer, in accordance with FINRA Rule 2261. A copy of that financial statement can be found at <u>www.stonex.com/disclosures</u> or will be mailed to you upon written request.

Questions, Inquiries, Complaints

Direct complaints concerning services provided by StoneX Financial Inc. to: Compliance Department 2 Perimeter Park South, Suite 100W Birmingham, AL 35243 +1 (561) 368-4355

StoneX[°]

Privacy Policy

FACTS	What Does StoneX 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: Account balances and transaction history; Investment experience and assets; Information we receive from you on applications or other forms including, but not limited to, your social security number or employer identification number, or your income; Information about your transactions with us, our affiliates, or others; and Information we receive from a consumer reporting agency.
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 StoneX chooses to share; and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does StoneX Share?	Can You Limit 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	YES	NO
For our marketing purposes To offer our products and services to customers	YES	NO
For joint marketing with other financial companies	NO	We don't share
For our affiliates' everyday business purposes Information about your transactions and experiences	YES	NO
For our affiliates' everyday business purposes Information about your creditworthiness	YES	YES
For our affiliates to market to you	YES	YES
For non-affiliates to market to you	NO	We don't share
When your representative changes firms	YES	YES

To limit sharing	Call 1-888-786-9925 to reach StoneX Financial Inc. to limit our sharing. 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.
Questions	Call 1-888-786-9925 or email privacy@stonex.com .

PRIVACY POLICY (CONTINUED)

PRIVACY POLICY (CONTINUED)		
Who We Are		
Who is providing this notice?	StoneX Financial Inc Broker Dealer Division	
What We Do		
How does StoneX 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. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle such nonpublic personal information.	
How does StoneX collect my personal information?	 We collect your personal information, for example, when you: Open an account or give us your income information Seek advice about your investments or tell us about your investment or retirement portfolio Make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. 	
Why can't l limit all sharing?	 Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes—information about your creditworthiness. Affiliates from using your information to market to you. Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. 	
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include the member companies of StoneX Group Inc.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.	
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Some of StoneX affiliates have joint marketing agreements with credit card companies or others	

Other Important Information

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please contact us by writing.

California Residents: Please email privacy@stonex.com to learn more about our Privacy Notice for California Residents.

Nevada residents: Nevada law requires us to disclose that you may request to be placed on StoneX's internal "do not call" list at any time by calling 1 (800) 255-6381, and that we are providing this notice to you pursuant to state law, and that you may obtain further information by contacting the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; phone 1-702- 486-3132; email **BCPINFO@ag.state.nv.us**. To learn more about our online privacy practices (e.g., "tracking"), please email **privacy@stonex.com**.

Vermont residents: We will automatically limit sharing of your information. For joint marketing, we will only disclose your email address and your name contact information about your transaction.