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51. **Construction - Paragraph Headings.** Paragraph headings are descriptive only and are not intended to, nor shall they have, substantive affect. The wording of each paragraph shall be binding and conclusive of the intent and agreement of the parties.
52. **Grammar.** Use of the singular includes the plural and use of the plural includes the singular.
53. **Continuance of Obligations.** Your obligations under this Agreement shall continue after the termination of this Agreement and/or your Accounts at Flagstar Advisors and shall bind you and your administrators, successors, legal representatives and assigns. All rights, benefits, and privileges which Flagstar Advisors has or may have or come to have under this Agreement shall be and are extended to, conferred upon, and may be enforced by, Flagstar Advisors' successors and assigns.
54. **No Third-Party Benefits.** This Agreement confers no right or benefit upon any person other than you and Bank and your and the Bank's legal successors and permitted assigns.
55. **Force Majeure.** Notwithstanding any other provision of this Agreement, Flagstar Advisors shall not be liable for any failure to perform, inability to perform or delay in performing any obligation under this Agreement if such failure, inability or delay is due to or caused by legal or governmental constraint, interruption of transmission to communication facilities, unavailability of the Internet, equipment failure, act of God, civil disorder, terrorist acts, strikes, other industrial disturbances, fire, explosions, unusually severe weather conditions, emergency conditions or other events or circumstances beyond Flagstar Advisors' reasonable control.
56. **Litigation.** Any litigation of a dispute that is not eligible for arbitration under the arbitration rules of the Financial Industry Regulatory Authority, Inc., MUST be commenced in a court having subject matter jurisdiction located ONLY in the State and County of New York. I agree that such court has and may assert personal jurisdiction over me and I irrevocably waive any defense based upon lack of jurisdiction, statute of limitations, inconvenience of forum and improper venue. I waive personal service of process and consent to service of process by certified or registered mail, return receipt requested, directed to me at my address as it appears on Flagstar Advisors' records. In addition, I waive trial by jury in all such litigation.
57. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of New York.
58. **Auction Rate Securities: "ARS".** ARS are municipal and corporate bonds, as well as preferred stocks, with interest rates or dividend yields that are periodically reset through auctions, typically every 7, 14, 28, or 35 days. Auction rate bonds are usually issued with maturities of 30 years, but the maturities can range from five years to perpetuity. I understand and agree to the following in connection with any auction rate securities held in my account:
- My auction rate securities were purchased prior to the transfer of my account to Flagstar Advisors. As a result, Flagstar Advisors is not responsible or liable for any prior recommendations or advice with respect to these securities nor is Flagstar Advisors under any obligation to provide me with any investment recommendation or advice with respect to the disposition or continued holding of these securities in my account following the transfer of my account.
  - I also understand and agree that Flagstar Advisors is not under any obligation to me (i) to provide loans under margin agreements or otherwise secured in whole or part by the auction rate securities in my account. (ii) to purchase or continue to purchase any auction rate securities in periodic rate setting auctions in any secondary market transactions, or (iii) to provide liquidity for such securities in the periodic rate setting auctions or in secondary market transactions and as a result, liquidity for these securities currently is greatly impaired. Flagstar Advisors provides no assurance that I will be able to sell or otherwise dispose of these securities following the transfer of my account to Flagstar Advisors. I understand that Flagstar Advisors takes actions in connection with other customers that Flagstar Advisors does not offer me in connection with my auction rate securities.
59. **USA PATRIOT Act Notice.** To help the government fight the funding of terrorism and money laundering, federal law, we are required to obtain your name, date of birth, address and a government-issued id number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account or beneficial owners of certain entities. Additional documentation is required for certain entities, such as trusts, estates, corporations, partnerships and other organizations. Your account may be restricted if we cannot obtain and verify this information. We will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

**NOT OFFERED BY THE BANK:** All transactions are processed by Flagstar Advisors, not Flagstar Bank. The Financial Advisor, when discussing securities products and services, is representing Flagstar Advisors and not Flagstar Bank. Transactions executed in a brokerage account are executed and/or cleared through Fidelity Clearing and Custody Solutions, a Fidelity Investments® company that provides clearing, custody, or other brokerage services through National Financial Services LLC or Fidelity Brokerage Services LLC, Members NYSE, SIPC, hereafter referred to as NFS/Fidelity. NFS/Fidelity will provide confirmation, statement, and tax reporting information.

**RISK/PRINCIPAL FLUCTUATION:** No guarantees on the return of investments can be expected. Yield and total return figures are historical and reflect past performance only. Past performance is no guarantee of future results. Securities products offered through Flagstar Advisors are subject to investment risk including the possible loss of principal. The return and redemption value may vary depending upon market conditions. Because the value of these investments may fluctuate, the amount received upon redemption or liquidation may be more or less than the original investment amount.

**FEES AND EXPENSES:** Fees and expenses, including front-end sales charges, deferred sales charges and surrender charges, may be incurred. Fees and expenses are stated in the prospectus or within the Flagstar Advisors Fee Schedule. A reduced sales charge for mutual funds may be obtained through volume purchases or through agreements to purchase larger amounts over a set period of time as set forth in the prospectus. For more detailed information on mutual fund share classes, sales charges and expenses, please visit the FINRA website and utilize some of the investor tools, which they provide. For your convenience, we have listed some of the links below.

1) [Mutual Fund Expense Analyzer](#) delivers fee and expense information for virtually all of the more than 18,000 mutual funds and 160 Exchange Traded Funds (ETFs). Among other things, the analyzer will compare the expenses of up to three share classes of the same mutual fund simultaneously.

2) [Mutual Fund Breakpoint Search Tool](#) offers users a ground-breaking way to research eligibility for breakpoint discounts. Investors and brokers can look up breakpoint schedules and linkage rules for mutual funds with front-end sales charges, most commonly A shares.

For additional information about the differences in mutual fund share classes, see the FINRA Investor Alerts [Understanding Mutual Fund Classes](#) and [Class B Mutual Fund Shares: Do They Make the Grade?](#) or free FINRA video webcast, [Mutual Funds: Share Classes and Breakpoint Discounts](#), provides an overview of Class A, B and C shares as well as discussing breakpoints. While most investments may be sold at any time, certain investments may not be appropriate for short-term needs. Additionally, such factors as the amount invested, the rate of return, the amount of time that money remains in the fund, and the funds conversion features affect overall cost.

**SIPC PROTECTION:** Flagstar Advisors brokerage accounts are protected by SIPC (Securities Investor Protection Corporation), which provides limited protection over an investor's securities if a brokerage firm fails. SIPC does not protect against declines in value as a result of changes in market conditions and is not the same as FDIC insurance afforded traditional bank products. To obtain additional SIPC information including the SIPC brochure please go to [www.sipc.org](http://www.sipc.org) or call (202) 371-8300.

**TAX IMPLICATIONS:** Investment activity may affect the amount of tax I owe. Please consult a tax advisor for information relating to investment activity.

**U.S. GOVERNMENT SECURITIES:** Although timely payment of principal and interest for U.S. Government securities is guaranteed by the U.S. Government, the market value of the securities may fluctuate prior to maturity.

**GENERAL SECURITIES:** Flagstar Advisors brokerage accounts are provided as a service to purchase and sell security products on a limited basis. These securities include stocks, bonds, options, and mutual funds.

**BROKED CD:** Brokered certificates of deposit (Brokered CDs) offered by Flagstar Advisors are issued by various financial institutions and are FDIC insured per issuing institution up to the maximum permitted by FDIC regulations. FDIC insurance does not extend to other investments, and Flagstar Advisors does not guarantee these Brokered CDs. A secondary market in Brokered CDs may be available, although there is no guarantee. A Brokered CD sold prior to maturity on the secondary market may be more or less than the original amount invested, depending on market conditions at that time. Because Brokered CDs are time deposits, early withdrawals are generally not allowed; however, early withdrawals with no interest penalty may be permitted in limited instances, such as death, adjudication of incompetence, or upon disability (retirement accounts only). A Brokered CD Disclosure Statement, which has been prepared by the issuer of the brokered CD, has been provided to the client, which fully explains all aspects of these investments, including fees, sales charges, and call provisions (if applicable).

**Securities Products:**

- **Are not FDIC insured.**
- **Are not deposits or other obligations of any bank or guaranteed by any bank.**
- **Are subject to investment risks, including possible loss of principal amount invested.**

**OPTIONS:** Options carry relatively high levels of risk and are not suitable for all investors. Option trading through Flagstar Advisors brokerage accounts is subject to approval. I understand that I must complete an Options Agreement Form and read the Options Disclosure Statement, "Characteristics and Risks of Standardized Options", before I may apply for approval to trade options.

**PROSPECTUS:** A prospectus has been provided for mutual fund purchases, which fully explains all aspects of an investment, including fees and sales charges. The prospectus has not been prepared by Flagstar Advisors or any of its affiliates. The prospectus has been prepared by the issuer of the investment products.





# PRIVACY NOTICE – Flagstar Advisors

<b>FACTS</b>	<b>WHAT DOES FLAGSTAR BANK, N.A., FLAGSTAR ADVISORS, INC. AND FLAGSTAR FINANCIAL &amp; LEASING, LLC (OR OF ANY SUCCESSOR THERETO) TOGETHER KNOWN AS “FLAGSTAR,” DO WITH YOUR PERSONAL INFORMATION?</b>
<b>WHY?</b>	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.
<b>WHAT?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and credit history</li> <li>• account balances and account transactions</li> <li>• payment history and checking account information</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>HOW?</b>	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 Flagstar chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Flagstar share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you	No	We don’t share
<b>For joint marketing with other financial companies</b>	No	We don’t share
<b>For our affiliates’ everyday business purposes</b> —information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes</b> —information about your creditworthiness	No	We don’t share
<b>For nonaffiliates to market to you</b>	No	We don’t share

<b>QUESTIONS?</b>	Call 1-866-744-5463 or email us at <a href="mailto:privacy@flagstar.com">privacy@flagstar.com</a> .
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<b>WHO ARE WE</b>	
<b>Who is providing this notice?</b>	Flagstar Bank, N.A., Member FDIC, is an Equal Housing Lender. Flagstar Advisors, Inc. (Flagstar Advisors), member of FINRA/SIPC, is a registered broker-dealer, registered investment adviser, and licensed insurance agency. Flagstar Financial & Leasing, LLC (FFL LLC) is a specialty finance company. Flagstar Public Funding Corp. (FPFC) is a municipal leasing and financing corporation. Flagstar Advisors, FFL LLC, and FPFC are wholly owned non-bank subsidiaries of Flagstar Bank, N.A.
<b>WHAT WE DO</b>	
<b>How does Flagstar protect my personal information?</b>	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.
<b>How does Flagstar collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• open an account</li> <li>• show your driver's license</li> <li>• deposit money</li> <li>• use your credit or debit card</li> <li>• tell us about your investment or retirement portfolio</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>DEFINITIONS</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include other companies with "Flagstar" in their name: financial companies such as <i>Flagstar Financial &amp; Leasing, LLC and Flagstar Public Funding Corp.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Flagstar does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Flagstar does currently share your information with nonaffiliates for joint marketing.</i></li> </ul>



**Personal Securities Account  
Agreements and Disclosures**

Effective Date: April 15, 2024

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