



**BROKERAGE ACCOUNT APPLICATION -  
\*\*HEALTH SAVINGS ACCOUNT\*\***

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**1. ACCOUNT REGISTRATION**

**HSA Information – DDA (Bank) Account No.** \_\_\_\_\_

**Custodian:** choose one  First Tennessee Bank National Association (FTB) OR  First Horizon Bank, a division of FTB

**Customer Acknowledgments and Agreements**

I understand that First Tennessee Brokerage, Inc. (FTBR) will establish an HSA brokerage account in the name of my HSA custodian for my benefit. I confirm the appointment of the Custodian identified above as the Custodian of this HSA brokerage account pursuant to the Health Savings Account Custodial Agreement provided to me at the time I opened my HSA identified above. I understand that I may not make deposits directly to or withdrawals directly from my HSA brokerage account. Deposits or withdrawals may only be made to my HSA. I authorize FTBR to debit my HSA identified above to settle any transactions effected for my HSA brokerage account. I agree that all assets held in my HSA identified above shall be subject to a lien for discharge of all indebtedness or other obligations of the undersigned to FTBR. FTBR shall have the right to take any and all action necessary with respect to enforcing this lien. Dormant Brokerage Accounts will be charged a \$25 annual inactive account fee. An account is deemed to be inactive if there is no trading during the prior calendar year. Mutual fund dividend reinvestment and money market activity are not considered trading activity.

**2. ACCOUNT OWNER INFORMATION**

Account information will be mailed to the legal address (or mailing address if different) listed below, and deemed to have been received by the account holder at such address, unless otherwise indicated by checking below.

**Account Owner** First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_ US Social Security/Taxpayer ID No. \_\_\_\_\_

**Legal Address** Mailing ATTN (if applicable) \_\_\_\_\_

**No Post Office** Street Address \_\_\_\_\_

**(P.O. Boxes)** City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

**Mailing Address** Mailing ATTN (if applicable) \_\_\_\_\_

(If different from Street Address \_\_\_\_\_

Legal Address) City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

**Citizenship**  U.S.  Other  Resident Alien  Non-Resident Alien

**Driver's License** ID Number \_\_\_\_\_ Date of Issuance \_\_\_\_\_

**Or other Photo ID**

(Copy of Passport required) State of Issuance \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Non US Citizen** Country of Legal Residence  U.S.  Other (specify) \_\_\_\_\_

Attach W-8 form +

Obtain Passport No., Alien ID No., Government ID (attach copy) \_\_\_\_\_

**Phone Numbers** Home \_\_\_\_\_ Work \_\_\_\_\_ Ext. \_\_\_\_\_ Email \_\_\_\_\_

**Employment**  Employed  Unemployed  Retired

**Information** Source(s) of Income (if not employed or retired) \_\_\_\_\_

Occupation (or occupation from which retired) \_\_\_\_\_

Employer Name \_\_\_\_\_

Employer Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

### 3. ACCOUNT OWNER PROFILE

**Personal Information** Marital Status:  Married  Single  Widowed  Divorced

No. of Dependents: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Financial Information**

Approximate Annual Income ( <i>from all sources</i> ).	<input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,001 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> Over \$100,000	State amount \$ _____ State amount \$ _____
Estimated Net Worth ( <i>exclusive of home, farm etc</i> )	<input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> Over \$500,000	State amount \$ _____ State amount \$ _____
Investable Assets (Estimated Liquid Net Worth) ( <i>including cash and securities</i> )	<input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> Over \$500,000	State amount \$ _____ State amount \$ _____
Tax Bracket	<input type="checkbox"/> 15% or below <input type="checkbox"/> 25% - 27.5% <input type="checkbox"/> 27.5% or above	

**Risk Tolerance**  Conservative  Moderate  Aggressive

**Time Horizon**  Short (0 - 5 years)  Intermediate (6 – 10 years)  Long (Over 10 years)

**General Investment Knowledge**

None  Limited  Good  Extensive

**Investment Objectives**

Pursuant to various securities regulations, First Tennessee Brokerage is required to ask you to list your investment objective for your account. **Please select your investment objectives for this account.** Please review the descriptions and examples of typical investments for each investment objective presented below prior to completing this section to ensure that the investment objective selection you make is appropriate, understanding that the more aggressive objectives incorporate the less aggressive objectives. The descriptions and examples of typical investments are also provided in the Customer Agreement. If at any time you would like to revise your investment objective, please contact your investment professional.

- Preservation of Capital** – Indicates you seek to maintain the principal value of your investments and are interested in investments that have historically demonstrated a very low degree of risk or loss of principal value. Some examples of typical investments might include money market funds and high quality, short-term fixed income products.
- Income** – Indicates you seek to generate income from investments and are interested in investments that have historically demonstrated a low degree of risk or loss of principal value. Some examples of typical investments might include high quality, short and medium-term fixed income products, short term bond funds and covered call options.
- Capital Appreciation** – Indicates you seek to grow the principal value of your investments over time and are willing to invest in securities that have historically demonstrated a moderate to above average degree of risk or loss of principal value to pursue this objective. Some examples of typical investments might include common stocks, lower quality, medium-term fixed income products, equity mutual funds and index funds.
- Trading Profits** – Indicates you seek to take advantage of short-term trading opportunities that may involve establishing and liquidating positions quickly. Some examples of typical investments might include short-term purchases and sales of volatile or low priced common stocks, put or call options, spreads, straddles and/or combinations on equities or indexes. **This is a high risk strategy.**
- Speculation** – Indicates you seek a significant increase in the principal value of your investments and are willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk or loss of principal value to pursue this objective. Some examples of typical investments might include lower quality, long-term fixed income products, initial public offerings, volatile or low priced common stocks, the purchase or sale of put or call options, spreads, straddles and/or combinations on equities or indexes\* and the use of short-term or day trading strategies. **This is a high risk strategy.**

**Affiliations and Acknowledgements**

Are you a control person or affiliate of a publicly traded company as defined in SEC Rule 144? This would include, but is not limited to 10% shareholders, a policy making executive, or a member of the board of directors.

No  Yes If so, specify company(ies):

Name of Company and Trading Symbol \_\_\_\_\_

## CERTIFICATION OF DISCLOSURE

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOLLOWING FEATURES OF CURRENT AND FUTURE PURCHASES MADE IN THIS ACCOUNT:

THE PRODUCTS THAT I PURCHASE IN THIS ACCOUNT ARE NOT DEPOSITS OR OBLIGATIONS OF, OR ISSUED, UNDERWRITTEN OR GUARANTEED BY FIRST TENNESSEE BANK, IT'S AFFILIATES OR ANY BANK AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY AGENCY OF THE UNITED STATES, FIRST TENNESSEE BANK, ITS AFFILIATES OR ANY BANK.

I UNDERSTAND THAT THE PRODUCT I AM PURCHASING, AS WELL AS FUTURE PRODUCTS PURCHASED FOR MY ACCOUNT ARE SUBJECT TO INVESTMENT RISK, INCLUDING THE POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

I am purchasing a product from a representative of First Tennessee Brokerage, Inc. First Tennessee Brokerage, Inc. is a member of the NASD and is a wholly owned subsidiary of First Tennessee Bank. I understand that First Tennessee Bank is not a registered broker-dealer. First Horizon Investment Services is a division of First Tennessee Brokerage, Inc. I understand that recommendations concerning equity securities are based upon research from third parties that are not affiliated with First Tennessee Brokerage, Inc.

I understand that telephone calls to FTBR may be recorded and I hereby consent to such recording. I agree that FTBR will not be liable for any loss, claim, expense or cost (Loss) from any action or inaction upon any instructions received for my account, including telephone instructions believed to be genuine and I agree to indemnify FTBR against such loss. Reports of executions of orders and statement of my account shall be conclusive if not objected to in writing within five (5) and ten (10) days respectively, after being transmitted to me by mail or otherwise.

If I purchase a mutual fund, I will receive a current prospectus. I understand that the procedures for redeeming or selling my investment are disclosed in the prospectus.

If I purchase a mutual fund, I understand that sales charges, early redemption fees and other applicable fees and charges are disclosed in the prospectus.

An investment's past performance should not be considered to be an indication of future results.

### **U. S. Government Bond Fund Purchases:**

Although payment of principal (at maturity) and interest on securities in U. S. Government funds is guaranteed to the fund, the market value of the fund shares will fluctuate with rising and declining interest rates.

### **Equity Fund Purchases:**

Equity mutual funds involve a higher degree of risk to capital than an investment in a Certificate of Deposit.

### **Fixed Income Fund Purchases:**

Although fixed income and bond funds may pay higher rates than Certificates of Deposit, their net asset values are sensitive to interest rate movement, and a rise in interest rates can result in a decline in the value of my investment.

### **Money Market Mutual Fund Purchases:**

An investment in any money market portfolio is not insured or guaranteed by the U. S. government, and there can be no assurance that each portfolio will maintain a stable \$1.00 share price.

### **Class "B" Shares:**

I understand that the purchase of Class "B" mutual fund shares with a contingent deferred sales charge ("CDSC") may result in higher aggregate sales charges and distribution fees (12b-1 fees) than the purchase of Class "A" mutual fund shares with a front-end load. A CDSC applies to redemptions of my Class "B" shares for a specified time period following the purchase of the shares. The applicable time period and amount of the CDSC are set forth in the prospectus I will receive.

**PLEASE REVIEW THESE DISCLOSURES CAREFULLY BEFORE SIGNING**

\_\_\_\_\_  
Signature of Account Owner

\_\_\_\_\_  
Date

## NOTICE TO NATIONAL FINANCIAL SERVICES LLC

This is to advise you that I have instructed First Tennessee Brokerage, Inc. ("FTBR"), to establish, in my behalf, and as my agent, an account with you. I have appointed FTBR, as my exclusive agent to act for and on my behalf with respect to all matters regarding my account with you, including but not limited to the placing of securities purchase and/or sale orders and, provided margin and/or options trading have/has been approved for the account, delivery of margin and option instructions for my account. I acknowledge that no fiduciary relationship exists. You shall look solely to FTBR and not me with respect to such orders or instructions; and you are hereby instructed to deliver confirmations, statements, and all written or other notices including margin maintenance calls, if applicable, with respect to my account to FTBR. Any such communications delivered to FTBR shall be deemed to have been delivered to me. I agree to hold you harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communications(s), provided you have acted in accordance with the above. The foregoing shall be effective to my account until written notice to the contrary is received by you and FTBR.

PLEASE READ THE CUSTOMER AGREEMENT AND SIGN YOUR NAME

To First Tennessee Brokerage, Inc., and National Financial Services LLC

I am at least 18 years of age and am of full legal age in the state in which I reside. I have authority to enter into this Agreement. In consideration of your accepting one or more accounts, I hereby acknowledge that I have read, understood and agreed to the terms set forth in the Customer Agreement herein, and the information concerning the Account Registration and Information on the Application form. I understand that upon issuer's request, in accordance with applicable rules and regulations, First Tennessee Brokerage, Inc. ("FTBR"), will disclose my name to issuers of securities if securities are held in my account so that I can receive important information unless I do not consent to disclosure, and I will notify my Investment Professional if I do not consent.

I understand that telephone calls to FTBR may be recorded and I hereby consent to such recording. I agree that FTBR will not be liable for any loss, claim, expense or cost (Loss) from any action or inaction upon any instructions received for my account, including telephone instructions believed to be genuine, and I agree to indemnify FTBR against any such loss. Reports of executions of orders and statements of my account shall be conclusive if not objected to in writing within five (5) days and ten (10) days respectively, after being transmitted to me by mail or otherwise.

Please check which of the following applies:

- I CERTIFY UNDER PENALTIES OF PERJURY THAT: (1) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN) AND THE TAXPAYER IDENTIFICATION NUMBER PROVIDED ABOVE IS CORRECT, (OR I AM WAITING FOR ONE TO BE ISSUED TO ME); AND (2) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING, OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING FOR FAILURE TO REPORT ALL INTEREST OR DIVIDENDS, OR (C) I HAVE BEEN NOTIFIED BY THE IRS THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING. (CROSS OUT ITEM 2 IF IT DOES NOT APPLY TO YOU.)
- I am not a U.S. person and am submitting IRS Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, with this form to certify my foreign status and, if applicable, claim tax treaty benefits. To obtain a Form W-8BEN, please consult your tax advisor or go to the IRS web site at [www.irs.gov](http://www.irs.gov).

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

I UNDERSTAND THAT FIRST TENNESSEE BROKERAGE, INC. IS A WHOLLY OWNED SUBSIDIARY OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION. ALSO, I UNDERSTAND THAT FIRST HORIZON INVESTMENT SERVICES IS A DIVISION OF FIRST TENNESSEE BROKERAGE, INC. I ACKNOWLEDGE THAT INVESTMENT PRODUCTS ARE NOT BANK DEPOSITS, OR OTHER OBLIGATIONS OF, OR ISSUED, UNDERWRITTEN OR GUARANTEED BY FIRST TENNESSEE BANK NATIONAL ASSOCIATION OR ANY OF ITS AFFILIATES OR ANY BANK, AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER AGENCY OF THE UNITED STATES OR BY FIRST TENNESSEE BANK, ITS AFFILIATES OR ANY BANK, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING THE POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED. I REPRESENT THAT I HAVE READ THE TERMS AND CONDITIONS GOVERNING THIS ACCOUNT AND AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS AS CURRENTLY IN EFFECT AND AS MAY BE AMENDED FROM TIME TO TIME. THIS ACCOUNT IS GOVERNED BY A PRE-DISPUTE ARBITRATION AGREEMENT WHICH APPEARS BELOW

**TO FILE A COMPLAINT, CONTACT**

**FIRST TENNESSEE BROKERAGE, INC., 530 OAK COURT DRIVE, SUITE 200, MEMPHIS TN 38117, 800-238-1111 OR 901-818-6000.**

**BROKERAGE ACCOUNT PRE-DISPUTE ARBITRATION AGREEMENT**

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

- A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

All controversies that may arise between us (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 us, 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 New York Stock Exchange, Inc., or the NASD, Inc., as I may designate. If I do not notify you in writing my designation within five (5) days after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. 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 action 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.

**I ACKNOWLEDGE RECEIPT OF THE PRE-DISPUTE ARBITRATION AGREEMENT, AND THE FIRST HORIZON AND FIRST TENNESSEE PRIVACY NOTICE.**

\_\_\_\_\_  
Signature of Account Owner

\_\_\_\_\_  
Date

Customer Agreement (Please retain for your records) To First Tennessee Brokerage (FTBR)

1. **Nature of Services Provided.** I understand that all information supplied by me will be subject to verification and that the information on this application is correct. I appoint you as my agent for the purpose of carrying out my directions to you in accordance with the terms and conditions of this Agreement with you for my account and risk with respect to the purchase and sale of securities. To carry out your duties, you are authorized to open or close accounts, place and withdraw orders, and take such other steps as are reasonable to carry out my directions. I understand that you have entered into an agreement with National Financial Services LLC ("NFS"), Member NYSE/SIPC, to execute and clear all brokerage transactions. NFS will provide margin loans if authorized. I understand that NFS does not provide investment advice in connection with this account nor does it give advice or offer any opinion with respect to the suitability of any security or order and that no fiduciary relationship exists.
2. **Applicable Rules and Regulations.** All transactions through you and NFS are subject to the constitution, rules, regulations, customs and usages of the exchange or market (and its clearing house, if any) where executed as well as to any applicable federal or state laws, rules and regulations.
3. **Security Interest.** All securities and other property now or hereafter held, carried or maintained by NFS for any of my accounts, now or hereafter opened, including accounts in which I may have an interest, shall be subject to a lien for the discharge of all indebtedness and other obligations of mine to you and are held by NFS as security for the payment of any liability or indebtedness of mine to you or NFS in any of the said accounts. You shall have the right to sell, assign or transfer securities and any other property so held by you from or to any other of the accounts of mine whenever in your judgment you consider such a transfer necessary for your protection in enforcing your lien; you shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. I understand that any such sale, assignment or transfer may result in taxable gains for my accounts. No provision of this agreement concerning liens or security interests shall apply to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code relating to retirement accounts.
4. **Payment upon Demand.** I shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of my accounts and I shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by you or by me, and I shall make payment of such obligations and indebtedness upon demand. All transactions in any of my accounts are to be paid for or securities delivered no later than 2:00 PM Eastern Standard Time on the settlement date. I agree that if after demand I fail to pay the indebtedness, you may close my account and liquidate the assets in my account in an amount sufficient to pay my indebtedness.
5. **Liability for Costs of Collection.** The reasonable costs and expenses of collection of the debit balance of any unpaid deficiency in my account including, but not limited to attorney's fees, incurred and payable or paid by you shall be reimbursed by me.
6. **Presumption of Receipt of Communications.** Communications may be sent my address or at such other address as I may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to me personally, whether actually received or not. Reports of executions or orders and statements of my account shall be conclusive if not objected to in writing within five (5) days and ten (10) days respectively, after transmitted to me by mail or otherwise.
7. **Beneficiary designation.** The beneficiary designation for my HSA applies to this HSA brokerage account. Such designation will determine the ownership and/or distribution of the securities in this HSA brokerage account upon my death. Any designation or change of Beneficiary Form I make for my HSA will determine the ownership and/or distribution of the securities in this HSA brokerage account.
8. **Affiliations.** I will not buy or sell any securities of a corporation of which I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to you that the securities are restricted.
9. **Extraordinary Events.** You shall not be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond your control, including but not limited to extreme market volatility or trading volumes.
10. **Investment of Cash Balances.** I hereby authorize you to automatically invest all cash balances in this account through the Fidelity Cash Reserves Money Market Fund. I authorize you to redeem shares of such money market fund to settle transactions for this account.
11. **Credit Information.** I understand that to verify my identity, federal law requires that FTBR obtain my name, date of birth, residential and mailing addresses (if different), and an identification number (the "Required Information") before opening my account, and that FTBR verify that information is in accordance with applicable laws and regulations. Federal modifications to the required information on an existing account may also be verified. I understand that my account may be restricted or closed if FTBR cannot verify this information. Neither FTBR, NFS nor any NFS affiliate will be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, my account. Any information I provide to FTBR and/or NFS may be shared with third parties for the purpose of validating my identity, may be subject to verification and may be shared for other purposes in accordance with the NFS Privacy Policy, and FTBR's Privacy Policy. NFS or FTBR may exchange credit information about me with others. I authorize FTBR and/or NFS to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used.
12. **Account Protection.** Securities in accounts carried by National Financial Services, LLC ("NFS"), a Fidelity Investments company, are protected by the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$100,000). For details, please see [www.sipc.org](http://www.sipc.org). NFS has arranged for additional insurance protection for cash and securities to supplement its SIPC coverage. This additional protection covers total account net equity in excess of the \$500,000/\$100,000 coverage provided by SIPC. Neither coverage protects against a decline in the market value of securities.
13. **Payment for Order Flow.** FTBR or NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, \*the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers.  
FTBR and/or NFS receive remuneration, compensation or other consideration for directing customer orders for equity securities to particular broker/dealers or market centers for execution. Such, if any, takes the form of financial credits, monetary payments or reciprocal business.  
*\*Please note:* Orders placed through any telephone, electronic or on-line trading systems cannot specify a particular market center for execution.
14. New York Stock Exchange Rule 382 requires that FTBR and NFS allocate between them certain functions regarding the administration of brokerage accounts. The following is a summary of the allocation services performed by FTBR and NFS. A more complete description is available upon request.  
**FTBR is responsible for:** (1) obtaining and verifying brokerage account information and documentation; (2) opening, approving and monitoring brokerage accounts; (3) transmitting timely and accurate instructions to NFS with respect to brokerage accounts; (4) determining the suitability of investment recommendations and advice; (5) operating and supervising brokerage accounts and its own activities in compliance with applicable laws and regulations, including compliance with margin rules pertaining to margin accounts (if applicable); and (6) maintaining the required books and records for the services it performs.  
**NFS shall perform the following tasks at the direction of FTBR:** (1) execute, clear and settle transactions processed through NFS by FTBR; (2) prepare and send transaction confirmations and periodic statements of brokerage accounts, (unless FTBR has undertaken to do so). Certain pricing and other information may be provided by FTBR or obtained from third parties, which has not been verified by NFS; (3) act as custodian for funds and securities received by NFS; (4) follow the instructions of FTBR with respect to transactions and the receipt and delivery of funds and securities for brokerage accounts; and (5) extend margin credit for purchasing or carrying securities on margin. FTBR is responsible for ensuring that the brokerage account is in compliance with federal, industry and NFS margin rules, and for advising customers of margin requirements. NFS shall maintain the required books and records for the services it performs.
15. This agreement and its enforcement shall be governed by the laws of the State of Tennessee; shall cover individually and collectively all accounts which I may open or reopen with you, and, subject to the laws and regulations governing Health Savings Accounts, shall inure to the benefit of your successors, whether by merger, consolidation or otherwise, and assigns, and you may transfer my account to your successors and assigns, and this Agreement shall be binding upon my heirs, executors, administrators, successors and assigns.
16. I acknowledge that FTBR may rely upon and take actions in accordance with and that I will be bound by instructions and agreements containing my facsimile signature or a copy of my original signature to the same extent as if such instructions or agreements contained my original signature.

## Privacy Protecting Information – Notice

### Privacy Notice for Customers of First Horizon, First Tennessee and Synaxis Group, Inc. and its affiliated Insurance Agencies

#### Our Commitment to Your Privacy

We value your relationship with us, and we know that respect for your privacy is the very foundation of that relationship. Since our company was founded in 1864, we have built a reputation based on trust. Advances in technology have made safeguarding private information all the more important. Along with our promise to provide you *All Things Financial*, we promise to safeguard the information you share with us.

#### About this Privacy Notice

This notice outlines important information. It describes our privacy policies including how we collect, use and safeguard customer information. It also explains how you can direct us not to share certain types of information within our family of companies.

#### Information We Collect

We collect the following types of information about our customers:

- Income, marital status, age, drivers license and social security numbers and other information from applications and other forms you complete
  - Loan payment history, account balances and other information about transactions you conduct with us, our affiliates, or others
  - Account information from other companies that you ask us to maintain online for you
  - Credit scores or credit history from credit reporting agencies and other information such as demographic information and insurance claims information we receive from third parties
- We call all of this information “Customer Information.”

#### How We Use Information to Your Benefit

We use Customer Information to provide you with superior service and value, in other words, *All Things Financial*. Sharing Customer Information can **save you time** because you’re not continually supplying our affiliates with the same information. It can **reduce the amount of unwanted mail** you receive because we send you only information that may truly interest you. It also **allows you to get the assistance you need** through our telephone service centers. And, most importantly, because we become familiar with your preferred ways of doing business, **it may help us detect fraud** being committed against you.

#### Protecting Your Information

Our employees have limited access to Customer Information. They have access only when it will help you do business with us or help us do business with you. We maintain physical, electronic and procedural safeguards that comply with government regulations to guard Customer Information.

#### Restrictions on Sharing Information with Outside Companies

We do not sell Customer Information to outside companies to use for their own marketing purposes. Outside organizations that provide us services (such as printing or mailing) or help us provide you with products or services you request (such as clearing brokerage transactions or underwriting insurance applications) may receive Customer Information to help us provide you with these products and services. We may also provide Customer Information to companies that perform marketing services for us or to financial institutions with which we have joint marketing agreements. These companies help us provide you with *All Things Financial*, and **they are obligated to keep Customer Information confidential**. We also share Customer Information with others when it is required or permitted by law, such as to credit bureaus or to comply with subpoenas and summonses.

#### Information Shared Within Our Family of Companies

Sharing Customer Information among the financial service providers in our family of companies is the key to providing you with *All Things Financial*. We may share application or credit information about customers with our internal broker-dealers; insurance agents; mortgage company; or, other affiliates because they may have products or services that could benefit you. However, **if you’d rather we not share application and credit information with another company in our family of companies, please call us** at (877) 242-9880. When you call, someone will be able to answer your questions about privacy, and if you choose, you may request that we not share application or credit information within our family of companies. Please remember that if you ask that we not share Customer Information in this way, you may not receive information about our products or services that may interest you. If you have already called us and requested that we not share this type of Customer Information, there is no need to make this request again.

Please know that even if you do ask that we not share application or credit information about you with our affiliates, we are permitted by law to share transaction and experience information such as account balances and payment history within our family of companies. If you have a joint account, we will treat a request not to share credit or application information by one account holder as applying only to that account holder unless the customer notifies us that he or she is acting on behalf of the other account holders. If your insurance policy names more than one person as the insured parties, we will treat a request not to share this type of information by one insured as applying only to that person unless he or she notifies us that he or she is acting on behalf of the other insured party.

## Health Information

We may collect personal health information, like medical reports, for certain types of insurance policies. We do not share personal health information with anyone except as necessary to underwrite the policy, administer claims, or as otherwise requested by you or required or permitted by law.

## We Want to Maintain Accurate Customer Information

We have procedures in place to maintain accurate Customer Information. These procedures include responding to requests to correct inaccurate Customer Information. If you believe our customer records contain incorrect information about you, call or write us at the telephone number or address listed on your account statement.

## Keeping You Up to Date

We will provide you with a privacy notice each year as long as you have a relationship with us. If we make material changes to our notice, we'll let you know. We'll also post our updated privacy notice on our Web sites, [www.FirstTennessee.com](http://www.FirstTennessee.com), [www.FirstHorizonOnline.com](http://www.FirstHorizonOnline.com) and [www.Synaxisgroup.com](http://www.Synaxisgroup.com). If you open another account or obtain another product or service from another company within our family of companies, you may receive another copy of this privacy notice. Certain customers may receive a separate notice about specific privacy policies that may apply to their products or services. This privacy notice was last updated as of January, 2003, and replaces any previous notices you may have received about the privacy policies for our family of companies.

## If You Suspect Identity Theft

If you're concerned that someone has unauthorized access to your personal information, please call us immediately at (800) 382-5465 so we can take steps to help protect you. You should also consider reporting your concerns to:

- Your local law enforcement officials
- The Federal Trade Commission identity theft hotline at (877) ID-Theft
- The Social Security Administration fraud hotline at (800) 269-0271
- Your credit card companies. Remember, knowing where to find your credit card information and toll-free contact numbers will help in an emergency.
- National credit reporting organizations that can place a fraud alert on your name and Social Security Number:  
Equifax (800) 525-6285  
Experian (888) 397-3742  
Trans Union (800) 680-7289

## Our Family of Companies

Our privacy promise applies to information about current and former customers of the First Horizon, First Tennessee, and Synaxis companies listed below -- and divisions of those companies. When the term "affiliate" or "family of companies" is used in this notice, it means those companies listed below **and** any other company owned or controlled by First Tennessee National Corporation.

Employers Risk Services, Inc.

First Horizon Equity Lending\*

First Horizon Home Loan Corporation

First Horizon Insurance Services, Inc.

First Horizon Investment Services+

First Horizon Lending Center\*\*

First National Bank of Springdale

First Tennessee Bank National Association

First Tennessee Brokerage, Inc.

First Tennessee Insurance Services\*

FT Insurance Corporation

FTN Financial Capital Markets\*

Frost Specialty Risk, Inc.

Highland Capital Management Corp.

Mann, Smith & Cummings, Inc.

MASMIC, Inc.

Merritt & McKenzie, Inc.

Peoples Bank\*

Polk & Sullivan Group, Inc.

Synaxis Group, Inc.

Van Meter Insurance, Inc.

- A division of First Tennessee Bank National Association  
+ A division of First Tennessee Brokerage, Inc.  
\*\*First Horizon Home Loan Corporation doing business as First Horizon Lending Center