

## Client Retains for Their Records

Lincoln Financial Network (“LFN”) is the marketing name for the retail sales and financial planning affiliates Lincoln Financial Securities Corporation (“LFS”) and Lincoln Financial Advisors Corporation (“LFA”), which are part of Lincoln Financial Group, a diverse family of companies that offers a broad range of financial services. LFA and LFS are broker-dealers, registered investment advisers, and insurance agencies and believe in providing disclosure to our valued clients. Our goal is to provide you with information about our policies and practices to ensure that you are comfortable in trusting your financial needs with our firm. Information on our policies regarding privacy and business continuity are included below. In addition, information and other disclosures are provided for your convenience to assist you in making informed investment decisions. The disclosures provided are not exhaustive and each investor should consider their own unique circumstances and needs before investing in any security. For further information, fee schedules, order-routing information or other questions, please contact LFS at [LFSecurities.com](http://LFSecurities.com), LFA at [LFA-Sagemark.com](http://LFA-Sagemark.com), or call 1-800-237-3813.

## Privacy Practices Notice

LFS and LFA are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. We share your personal information with third parties as necessary to provide you with the products or services you request and to administer your business with us. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. This Notice explains our information sharing arrangement and provides information on how to contact us if you have questions regarding our privacy practices.

## Information We May Collect and Use

We collect personal information about you to help us identify you as our customer or our former customer; process your requests and transactions; provide customer service; offer and provide investments, financial planning and insurance products and services to you; pay your claim; analyze in order to enhance our products and services; or tell you about our products or services we believe you may want and use. The type of personal information we collect depends on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your, name; address; Social Security number; and your financial, health, and employment history; and, if applicable, financial and other information about your business.
- **Information about your transactions:** We keep information about your transactions with us, such as the products you buy from us and the services you engage us to provide; the amount you paid for those products and services; your account balances; and your payment history.
- **Information from outside our family of companies:** If you are purchasing insurance products, we may collect information from consumer reporting agencies such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information, such as medical information, from other individuals or businesses.
- **Information from your employer:** If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan.

## How We Use Your Personal Information

We may share your personal information within our companies and with certain service providers as allowed by law. They use this information to process transactions you have requested; provide customer service; assist us in offering and providing investments, financial planning, and insurance products and services; analyze in order to enhance our products and services; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers; registered representatives; reinsurers; and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials and to others when we believe in good faith that the law requires disclosure. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.

## Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to provide you with products, services, or to maintain your accounts. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

## Your Rights Regarding Your Personal Information

**Access:** We want to make sure we have accurate information about you. Upon written request, we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases, we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you request a copy of the information, we may charge you a fee for copying and mailing costs. In very limited circumstances, your request may be denied. You may then request that the denial be reviewed.

**Accuracy of Information:** If you feel the personal information we have about you is inaccurate or incomplete, you may ask us to amend the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days. If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years. If your requested change is denied, we will provide you with reasons for the denial. You may write to request the denial be reviewed. A copy of your request will be kept on file with your personal information so anyone reviewing your information in the future will be aware of your request.

**Accounting of Disclosures:** If applicable, you may request an accounting of disclosures made of your medical information, except for disclosures:

- For purposes of payment activities or company operations;
- To the individual who is the subject of the personal information or to that individual's personal representative;
- To persons involved in your health care;
- For notification for disaster relief purposes;
- For national security or intelligence purposes;
- To law enforcement officials or correctional institutions; or
- For which an authorization is required.

You may request an accounting of disclosures for a time period of less than two years from the date of your request. You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage. Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

## **Your Relationship**

- Your financial professional is engaged in the sale of securities products as a registered representative of LFS or LFA, as applicable (your “broker-dealer”).
- You have appointed your broker-dealer as your agent for the purpose of buying and selling securities at your direction or at the direction of a properly authorized representative. As your agent, your broker-dealer is authorized to open or close accounts at your direction, place and withdraw orders at your direction, and take such steps as are reasonable to carry out such directions.
- Your broker-dealer will recognize only those securities transactions which are executed with its knowledge, control and consent and which are duly reflected on its books and records as broker-dealer related transactions.
- Your broker-dealer shall have the sole discretion to accept your securities orders. Your broker-dealer reserves the right to require a deposit before accepting such security. Your broker-dealer will automatically reject any investment which is not deemed a security or is labeled a non-security.
- If in the normal course of business your securities account becomes overdrawn, you authorize your broker-dealer to take what it deems necessary action in order to restore the account to a whole position.
- LFS and LFA are introducing broker-dealers. They do not hold custody of your securities or cash. Your securities and cash are either held by a third-party product issuer, third-party investment advisory firm, or fully disclosed clearing firm. We reserve the right to change clearing firms in the future and will give you appropriate notification and the opportunity to opt out should we change clearing firms. Should you opt out, you will most likely need to find a new introducing broker-dealer.

## **Services Offered by Your Financial Professional**

- Your financial professional has been engaged by LFS or LFA solely to make offers to buy or sell approved securities and your financial professional has no express, implied or apparent authority to contract otherwise on behalf of LFS or LFA.
- Your financial professional will only be empowered to place an order for your account upon your prior direction or authorization, or that of your authorized delegate. Orders inconsistent with the individual financial, investment objective, and risk exposure information on your Client Profile Form will be deemed to be an automatic amendment of such information.
- Your financial professional may offer non-securities products and services outside the scope of his or her registration and control by your broker-dealer, such as: insurance, real-estate brokerage, law, accounting, tax, estate or financial planning. If you chose to engage your financial professional as your agent for the provision of such products and services, you shall hold your broker-dealer harmless from any losses which you may incur in connection with such non-securities products and services.
- Your financial professional is licensed to sell securities and/or insurance products on a commission basis. However, in order to effect proper due diligence and suitability in determining whether or not such product sales are warranted, he or she may provide such “financial planning” related services incidental to his or her role as your financial professional. Such services typically involve advising you and your family regarding the management of your financial resources based upon an analysis of your needs. Your financial professional may review your present and anticipated assets and liabilities, including insurance, savings, and investments, as well as your anticipated retirement or other employee benefits.
- Separate fee-based financial planning and investment advisory services may be offered by your financial professional pursuant to the registration and disclosure requirements of the Investment Advisers Act of 1940.
- Should your financial professional cease to be affiliated with your broker-dealer, fee-based accounts managed by your financial professional, if any, will no longer be actively managed. Said accounts may revert to a transaction-based arrangement.

## **When Your Financial Professional Leaves LFN**

We understand that the relationship you have with your financial professional is important to you. If your financial professional's affiliation with LFN ends and they choose to move to a different broker-dealer, or if your financial professional's relationship with LFN is terminated, your financial professional may be allowed to take with them copies of all client and account documentation (including, but not limited to: account applications; customer statements; and other pertinent forms related to your account), so your financial professional is able to continue the relationship with you and service your account through their new firm. LFN will also retain copies of your client and account documentation. You do not need to take action if you choose to allow your financial professional to keep copies of your confidential information should they leave LFN.

If you do not want your financial professional to keep copies of your confidential information should they decide to end their relationship with LFN in the future, you have the right to opt out\*. If your account with us is a joint account, we will treat the opt out request by a joint account owner as applying to all owners on the account. If you choose to opt out now or at any time in the future, or wish to withdraw your opt out request, please contact us by phone at 1-800-248-2285. If you choose to opt out there will be a 30-day period before your opt out will take effect.

If you have questions about your personal information, please provide your full name, address and telephone number and either email your question to our Data Subject Access Request Team at DSAR@lfg.com or mail to:

Lincoln Financial Group  
ATTN: Corporate Privacy Office, 7C-01  
1300 S. Clinton St.  
Fort Wayne, IN 46802

\*Lincoln adheres to all applicable state and federal privacy regulations. Residents of Arizona, California, Georgia, Maine, Massachusetts, Minnesota, Montana, Nevada, New Jersey, North Carolina, Ohio, Oregon, Vermont, and Virginia will be provided an opportunity to opt in for information sharing per applicable state law. If you reside in one of these states, written authorization must be provided to your Representative.

\*\*This information applies to the following LFN companies:

Lincoln Financial Advisors Corporation  
Lincoln Financial Securities Corporation  
JPSC Insurance Services, Inc.  
LFA, Limited Liability Company

## **Continuity Plan Summary**

Lincoln National Corporation (“LNC”), headquartered in Radnor, PA, is the parent corporation of, among others, The Lincoln National Life Insurance Company, First Penn-Pacific Life Insurance Company, Lincoln Life Assurance Company of Boston, and Lincoln Life & Annuity Company of New York. LNC’s subsidiaries have offices located in Atlanta, GA; Boston, MA; Charlotte, NC; Concord, NH; Fort Wayne, IN; Greensboro, NC; Hartford, CT; Omaha, NE; Philadelphia, PA; Phoenix, AZ; Radnor, PA; Rolling Meadows, IL; Dover, NH; and Syracuse, NY. LFA, Lincoln Financial Distributors, Inc., and LFS have business locations throughout the USA. Unless the context otherwise implies, as used herein LNC refers to LNC and its subsidiaries.

LNC is committed to safeguarding the interests of its clients and customers in the event of an emergency or significant business disruption (“SBD”). LNC’s broad business continuity strategy is designed to enable LNC to meet its existing obligations to its clients and customers in the event of an emergency or SBD by safeguarding employees and property, making a financial and operational assessment, recovering and resuming operations, protecting LNC’s books and records, and allowing customers to conduct business.

## **Business Continuity Planning**

LNC has a documented corporate policy requiring each Business Unit to develop a business continuity plan. In support of this policy, LNC’s Business Resilience area has the full-time responsibility of coordinating the development, testing and maintenance of all LNC Business Continuity Plans. Business Resilience determines and drives appropriate strategies for the development of a resilient business environment with formal systematic processes with auditable controls that enforces the corporate policy on continuity.

LNC’s Business Continuity Plans address advance preparations and actions to be taken in response to disruptions of various magnitudes. The Business Continuity Plans address the potential impact of varying risks of disruptions to LNC employees, equipment, computer and telecommunications systems, and office facilities. While it is impossible to anticipate every type of disruption that could affect LNC’s businesses, LNC takes an ‘all hazards’ approach to planning which encompasses reduction in workforce, loss of facility and loss of data.

## **Crisis Management**

Local crisis management teams are in place in all LNC locations. These local crisis teams are charged with recording and managing any potential or actual crisis at the site from the time a situation occurs to the resolution of the incident and resumption of normal business operations.

## **Backup and Recovery**

With the use of a co-located alternate Disaster Recovery data center solution, LNC maintains back-up systems and power supplies that allow critical computer and telecommunications systems and facility functions to be maintained in the event of an SBD. The duration of the disruption will depend on the nature and extent of the emergency or SBD.

In the event of an SBD, where it is not possible to conduct business from one of LNC’s offices, the company will utilize work from home solutions as well as the use of alternate sites equipped with resources to support critical business operations.

LNC’s Business Continuity Plans are reviewed as necessary, and at least annually, to ensure they account for technology, business, operations, structure or location.

## Unauthorized Prohibited Acts

You must take responsibility in preventing unauthorized acts within your control by adhering to all of the following:

- Never make payment payable to your financial professional.
- Pay for all security purchases by utilizing a traceable instrument. (i.e., personal check or fed funds wire).
- Do not loan to your financial professional or borrow from your financial professional monies or securities and specifically do not authorize or permit your financial professional to act as a personal custodian of your securities, stock powers, monies or any other personal or real property in which you may have an interest.
- Do not accept a commission rebate or any other inducement with respect to your purchase or sale of securities.
- Do not enter into an understanding whereby you agree to buy or sell securities to your financial professional.
- Do not agree to enter into any other business relationship with your financial professional, including, but not limited to, helping to capitalize or finance any business of your financial professional.

## Investment Risk Disclosure

- A. You understand that your investments may be subject to one or a combination of the following risks:
1. **MARKET RISK** – Your investments' principal value may fluctuate from day to day, as influenced by US or global economic, political and/or social events, or just a change in market psychology. Such reaction may be short term and therefore not indicative of your investments' long-term value.
  2. **COMPANY RISK** – The value of each company's stock is affected by current expectations for that company or its industry sector, as well as general market risk.
  3. **INTEREST RATE RISK** – Stock and bond values tend to move opposite to interest rates. Short-term bond investments are generally less impacted by interest rate movements than long-term bond investments.
  4. **CREDIT RISK** – Common to bonds, the lower the credit worthiness of your investment, the higher its yield/risk in comparison to investments with a higher credit rating.
  5. **INFLATION** – Investments which guarantee the return of principal cannot guarantee that their yield will be greater than the prevailing rate of inflation. Inflation, in turn, represents the increasing cost of living as measured on a year to year basis.
- B. You further understand that time and diversification can help to manage the aforementioned investment risks by allowing a well-diversified portfolio the time frame needed to realize non-guaranteed, but historical norms.
- C. Risk tolerance is a subjective measure, specific to each client's situation, investment and investment objectives. You have chosen to work with your financial professional using products whose price fluctuation is consistent with your investment time frame and risk tolerance (i.e., the longer your investment time frame, the greater volatility you will have chosen to assume).
- D. Therefore, you represent that you are willing to assume these risks, as evidenced by your decision to open a securities account, and that you are in fact financially able to bear these risks. You also understand that you have an affirmative obligation to notify your broker-dealer in writing should your financial condition materially change, or should your objectives become more conservative from what is shown in your Client Profile Form on file.
- E. You must demand and obtain from your financial professional the current prospectus or other offering document, which fully describes the investment, including potential risks and costs, prior to purchasing an interest in a partnership, mutual fund, variable annuity, variable life insurance policy, unit investment trust or any new issue.
- F. When purchasing an interest in a partnership or mutual fund, it is normally advisable to take advantage of any quantity discount privileges (breakpoints) as discussed in the applicable prospectus or other offering document, although doing so may limit your diversification.
- G. It may not be advisable for you to exchange from one variable product or mutual fund to another, especially where it may result in an additional up-front or contingent sales charge for such transfer of assets, unless there exists a reasonable basis for such switch.

## Sales Charges

- A. All individual stock/bond transactions are effected on a markup/markdown or agency commission compensation basis.
- B. Mutual fund shares are typically offered with various pricing structures. These different types of shares are divided into “classes,” and each of these share classes has unique features and expenses. The following information is a general discussion of the features of common share classes; however, specific details vary from product to product. Please consult the product prospectus for additional information on charges and expenses, as well as any additional share classes that may be available.

### Class A Shares

These shares typically charge a “front-end” sales charge. When you purchase a mutual fund with a front-end sales charge, a portion of the dollars you pay are not invested but retained by the mutual fund to cover certain distribution and commission expenses. Class A shares may impose an asset-based charge, which is generally lower than the asset-based charges imposed by other mutual funds classes. A Class A mutual fund may offer you a discount on the front-end sales charge if you: make a large purchase, already hold mutual funds offered by the same fund family (rights of accumulation), or if you commit to regularly purchasing the mutual fund’s shares (letter of intent).

### Class C Shares

These shares usually do not impose a front-end sales charge on purchase, so the full dollar amount you pay is immediately invested. Class C shares often impose a charge if you sell your shares within a short time of purchase, usually one year. Class C shares typically impose higher asset-based sales charges than Class A shares, and since they generally do not convert into Class A shares, their asset-based sales charge will not be reduced. Class C shares do not impose a sales charge at the time of purchase, but may impose a CDSC or other redemption fees. In most cases, the expense ratio (including 12b-1 fees) is higher than Class A shares and Class B shares if you hold the shares for a long time.

- C. Variable Annuity Pricing Structure

### Class A Shares

If you purchase a Class A share annuity, you generally will pay a front-end sales charge when you purchase the contract; however, there will generally be no surrender charge when you terminate the contract. The amount of the front-end sales charge for Class A shares generally declines when the invested amount reaches or exceeds pre-determined breakpoint levels (e.g., \$50,000, \$250,000, etc.). Mortality and expense (“M&E”) charges and associated fees are typically lower than other share classes.

### Class B Shares

If you purchase a Class B share annuity, you will not pay a front-end sales charge in most cases. However, you will be required to pay what is known as a contingent-deferred sales charge (also known as a “surrender charge”) if you make a partial or full surrender of the annuity within the surrender period. The product prospectus will identify the terms of the surrender schedule, but generally the surrender period averages 6-8 years, with the surrender charge initially ranging from 5%-7% of the annuity’s value. The surrender charge typically decreases each contract year until it reaches zero at the end of the surrender period.

### Class C Shares

Class C share annuities generally do not carry surrender charges. However, because of their added liquidity, these annuities will typically carry higher M&E charges and associated fees. Class C share annuities may be best suited for investors who are willing to pay higher fees in exchange for greater flexibility in their annuity investment.

### Class L Shares

Class L share annuities are similar to Class B share annuities in that they carry a surrender charge for early withdrawals. However, Class L share annuities have a much shorter surrender period than Class B share annuities (i.e., generally 3 to 4 years); however, they typically carry higher charges and fees.

**Fee-Based Class** – Fee-based annuities generally do not carry surrender charges and have reduced M&E charges and associated fees. Although these annuities have greater liquidity and lower ongoing fees, they are generally tied to a related investment advisory account which is billed on a periodic schedule for the ongoing advice being provided by your financial professional. Fee-based annuities are best suited for investors who desire ongoing advice with respect to their annuity and the underlying investments.

### **Bonus Class**

Bonus class annuities generally provide investors with a credit to their account, typically a percentage of the amount invested. Many bonus class annuities are offered without any sales charges on the initial investment. However, bonus class annuities usually carry higher ongoing fees and expenses and longer surrender periods. If the annuity is held for a long time, at some point over the life of the annuity the higher expenses will likely outweigh the bonus credit. If you are considering this type of annuity, you should carefully review the benefit from the bonus against the possibly higher fees and expenses.

### **IRA Rollover**

The largest source of Individual Retirement Account (“IRA”) contributions comes from individuals who move their money from their employer-sponsored retirement plans, such as 401(k) and 403(b) plans, when they leave a job. In the event you are considering moving money from your employer-sponsored retirement plan, you acknowledge receipt of the Investor Guide to IRA Rollovers and have reviewed the document with your financial professional to decide whether an IRA rollover is right for you.

### **SIPC Account Protection**

The securities held in your brokerage accounts are protected in accordance with the Securities Investor Protection Corporation (“SIPC”). This coverage does not protect against the market fluctuations of your securities. The coverage does not extend to certain securities that are considered ineligible for coverage.

For more details on SIPC, or to request an SIPC brochure, visit [sipc.org](http://sipc.org) or call 1-202-371-8300.