



Johnstone Brokerage Services, LLC (JBS) is registered with the Securities and Exchange Commission (SEC) as a securities broker-dealer and is a member of the Financial Industry Regulatory Authority (FINRA). DPL Financial Partners, LLC (DPL) is a parent of JBS.

The DPL, JBS and their affiliates (We) (Our) (Us) are committed to safeguarding Client (You) (Your) personal and financial Information.

This Privacy Policy is designed to help you understand how we collect, use, and safeguard the information you provide to us and to assist you in making informed decisions when using our services.

Your Agreement with us includes the following accompanying agreements and disclosures that are considered to be one inseparable agreement (Agreement):

1. Client Agreement
2. Client Relationship Summary (CRS)
3. Client Information Policy (CIP)
4. Regulation Best Interest (BI)
5. Business Continuity Plan (BCP)
6. This Privacy Policy (PP)

By signing an Agreement with us, or by registering with or accessing our websites, tools, services or materials, you understand, agree to and accept this Privacy Policy that sets forth the details and terms of our collection, storage, use, and disclosure of your personal and financial information.

#### YOUR AGREEMENT TO OUR SHARING

You understand, agree and accept that your personal and financial Information will be gathered from and shared with your Independent Investment Advisor (IIA) and your financial, legal, and tax representatives as we deem necessary in our sole discretion to perform our obligations and duties under your Agreement with us.

You understand, agree and accept that your personal and financial Information will be gathered from and shared with your insurance, annuity, mutual fund and 529 accounts and statements held with third party providers (Third Party Accounts).

You understand, agree and accept that your personal information may be gathered by web-metrics collected by cookies, such as usage data, demographic information, referring URLs, operating

systems, platform types, preferences, and number of clicks, and you understand those web-metrics cannot be used to personally identify you,

You understand, agree and accept that we share your personal and financial information with:

- Third Party mailing and e-mail services so we may communicate with you,
- Your authorized IIA so they may monitor your Third Party Accounts for ongoing suitability and exchange opportunities that may be in your best interest,
- Your IIAs consolidation and billing software so they may incorporate your Third Party accounts into your broader financial plan,
- Your Third Party Account Providers so we may establish accounts and execute transactions on your behalf.
- Our registered representatives and agents so we may identify suitable exchanges when in your best interest, and
- Our financial service companies, consultants, and auditors under strict confidentiality agreements.

You understand, agree and accept that we must release your personal and financial information in response to a subpoena, court order or Federal and State regulators.

#### SOURCES OF INFORMATION

You understand, agrees and accept that we will collect and use your personal and financial information from the following sources to us by you, your IIA or your Third Party Account Providers:

- Financial profile sheets,
- Account applications or other forms,
- Questionnaires, documents, and web-based forms,
- Account statements,
- Tax returns and statements,
- Estate planning documents,
- Transaction information.

#### TYPES OF INFORMATION

Your personal and financial information may include your name, address, phone number, email, social security number, driver's license, passport or other identification number, Third Party Account information, and your complete financial profile including net worth, liabilities, risk tolerance, investment experience. For IIAs, we also request their

firm name, CRD Number, and assets under management.

**OUR PROMISE TO YOU**

We promise we will maintain secure offices and computer environments to ensure your personal and financial information is not placed at unreasonable risk.

We promise we will consider all information received from you to be confidential unless you state otherwise.

We promise we will not sell your personal and financial information. We do not provide your personally identifiable information to mailing list vendors or solicitors for any purpose.

We promise your personal and financial information will only to be handled in the manner described in this Privacy Policy.

We promise we will restrict the access to your personal and financial information to those employees, Third Party Account Providers, affiliates and agents who need to know specific information to effectively deliver products or services to you under our Agreement with you.

We promise we require strict confidentiality in our agreements with our unaffiliated third parties that require access to your personal and financial information (such as regulators, consultants, and auditors).

We promise your personal and financial information will only be maintained during the time you are a client, and for the required time thereafter that such records are required to be maintained by federal and state securities laws. After this required period of record retention, your personal and account information will be destroyed.

We promise your SMS opt-in or phone numbers for the purpose of SMS shall not be shared with any third parties or affiliate companies for marketing purposes.

We promise we will provide you with notice of changes in our Privacy Policy as they occur.

We promise, If, at any time in the future, it is necessary to disclose any of your personal information in a way that is inconsistent with this Privacy Policy, we will give you advance notice of the proposed changes so you have the opportunity to opt out of the changes.

**OTHER WEBSITES**

We may provide links to outside independent third party websites or applications, and we are not responsible for the privacy practices employed by those websites or the information or content they contain. Consequently, this Privacy Policy does not

apply to your use of a third-party website accessed by selecting a link on our website or other services.

**FILE STORAGE**

You understand, agree and accept that we employ back-office software services and electronic file storage from third parties providers in the normal course of business.

**PROTECTION**

You understand, agree and accept your account is best protected by your account password, and we urge you to protect your password and log out of your account after each use.

We promise to further protect your information by implementing strict internal password policies and technological security measures including encryption, firewalls and transport layer security.

You understand, agree and accept our best efforts to protect your personal and financial information **DO NOT GUARANTEE** that your information cannot or will not be accessed, disclosed, altered or destroyed by breach of such firewalls and server software, and you hereby agree to assume and accept all potential information security risks.

**OPT OUT**

You may opt out of marketing communications at any time by emailing or calling us. You understand, agree and accept that we must, however, continue to send you certain required administrative updates and disclosures even if you opt out of marketing communications.

**CONTACT US**

If you have any questions regarding this Privacy Policy or the privacy and security practices of JBS, please contact us at:

[office@johnstonebrokerage.com](mailto:office@johnstonebrokerage.com)  
(936) 340-2929

**ASSIGNMENT**

If DPL, JBS or their affiliates merge, are acquired, or are otherwise affected by a business transaction, your personal and financial information will be shared with the resultant organizations to continue providing our services to you under the same or similar terms.

**UPDATES TO TERMS**

Terms of this Privacy Policy may be updated periodically by sending you negative-consent updates by e-mail or postal service. If we do not receive written objection from you by e-mail or postal service within 30 days of sending, the updates will be deemed accepted.