



# New Account Kit

## Mutual Funds

## Instructions for Establishing a New Account

Please read and retain the prospectus(es) for the fund(s) in which you are considering investing. Be sure to complete the entire application and sign where appropriate. If you have any questions about completing the enclosed forms, please call our Client Services department at 800.820.0888 for assistance.

### KIT CONTENTS

Thank you for establishing a new account with Guggenheim. This kit contains the following forms:

- New Account Application
- Appointment of Financial Professional

### NEW ACCOUNT APPLICATION (REQUIRED)

This account application can only be used to open an Individual, Joint, Trust, UGMA/UTMA, Estate, Corporation, or other non-retirement account. Be sure to indicate the account type, complete all applicable sections, and sign the application. If you wish to open more than one account or more than one type of account, you must complete a separate application for each account. If you wish to open another type of account, you may obtain the appropriate form(s) by visiting our web site or by contacting our Client Services department at 800.820.0888.

### APPOINTMENT OF FINANCIAL PROFESSIONAL (IF APPLICABLE)

Complete this form to appoint a financial professional to manage your account. Both pages of this form must be completed, signed by you and all appointed financial professionals, and returned with your New Account Application.

### TRANSFER ON DEATH REGISTRATION (IF APPLICABLE)

**This form can be found at [guggenheiminvestments.com/forms](http://guggenheiminvestments.com/forms).** Complete this form to add beneficiaries to your individual or joint non-retirement account to transfer ownership of your assets to your beneficiaries upon your death.

### CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS (IF APPLICABLE)

**This certification form must be completed and returned with the account application for legal entity customers. The form can be found at [guggenheiminvestments.com/forms](http://guggenheiminvestments.com/forms).**

A legal entity customer means: A corporation, limited liability company, or other entity that is created by the filing of a public document with a Secretary of State or similar office, a general partnership, and any similar entity formed under the laws of a foreign jurisdiction that opens an account.

The certification form should also be completed and returned for non-ERISA retirement plans and statutory trusts.

### MAIL COMPLETED FORMS TO:

**Guggenheim Investments**  
P.O. Box 534493  
Pittsburgh, PA 15253-4493

Overnight Delivery:  
**Guggenheim Investments**  
Attention: 534493  
500 Ross Street  
Pittsburgh, PA 15262

800.820.0888 Toll-Free  
**GuggenheimInvestments.com**

# New Account Application

**Do NOT use this form to establish any type of IRA account.**

For more information, contact us toll-free at 800.820.0888 or fax 855.671.8280.

Visit our website at [GuggenheimInvestments.com](http://GuggenheimInvestments.com)

Standard delivery: Guggenheim Investments, P.O. Box 534493, Pittsburgh, PA 15253-4493

Overnight delivery: Guggenheim Investments, Attention: 534493, 500 Ross Street, Pittsburgh, PA 15262

AC: _____ <i>For internal use only</i>
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## 1. ACCOUNT REGISTRATION (CHOOSE ONE)

<p><input type="checkbox"/> <b>Individual or Joint</b></p> <p><input type="checkbox"/> <b>Sole Proprietor</b> <i>(Enter individual's name as "Owner's Name" and enter any business or DBA name in "Name of Corporation or other Entity" field below.)</i></p>	<p>Owner's Name _____ Owner's Social Security Number _____ Date of Birth _____</p> <p>Joint Owner's Name <i>(if applicable)</i> _____ Joint Owner's Social Security Number _____ Date of Birth _____</p> <p><b>Specify type of Joint account:</b></p> <p><input type="checkbox"/> Tenants with Rights of Survivorship    <input type="checkbox"/> Tenants in Common    <input type="checkbox"/> Tenants by the Entirety    <input type="checkbox"/> Community Property</p> <p><b>Joint accounts will automatically be registered as "Joint Tenants with Rights of Survivorship" unless otherwise specified.</b></p>
<p><input type="checkbox"/> <b>UGMA/UTMA</b> <i>(Uniform Gifts to Minors/Uniform Transfers to Minors)</i></p>	<p>Minor's Name _____ Minor's Social Security Number _____ Date of Birth _____</p> <p>Custodian's Name <i>(one name only)</i> _____ Custodian's Social Security Number _____ Date of Birth _____</p> <p>Minor's State of Residence _____ Successor Custodian Name _____</p> <p><b>You may designate a successor custodian for UGMA/ UTMA accounts in the event that the original custodian resigns, dies, is incapacitated, or is removed as custodian.</b></p>
<p><input type="checkbox"/> <b>Trust</b></p>	<p>Name of Trust _____ Trust TIN/Trustee's Social Security Number _____ Date of Trust _____ <input type="checkbox"/> SSN    <input type="checkbox"/> EIN</p> <p>Trustee's Name _____ Co-Trustee's Name <i>(if applicable)</i> _____</p> <p><b>Include a copy of the Trust Agreement. Failure to provide this documentation may result in a delay in processing your application.</b></p>
<p><input type="checkbox"/> <b>Other</b> <i>(Entities other than Estates and certain Self-Directed Retirement Plans must provide the form "Certification Regarding Beneficial Owners of Legal Entity Customers")</i></p>	<p><b>For the following entities, include a copy of one or more of the following documents: registered articles of corporation, government-issued business license, partnership papers, plan documents, letters of administration, or other official documentation that verifies the entity and lists the authorized individuals. Failure to provide this documentation may result in a delay in processing your application.</b></p> <p><b>Specify type of entity:</b> (select only one)</p> <p><input type="checkbox"/> Estate    <input type="checkbox"/> C-Corporation    <input type="checkbox"/> S-Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Self-Directed Retirement Plan</p> <p><input type="checkbox"/> LLC Tax Classification: _____ <input type="checkbox"/> Other _____ <i>(C=C-Corporation, S=S-Corporation, P=Partnership)</i></p> <p>Name of Corporation or other Entity _____ Taxpayer ID <input type="checkbox"/> SSN    <input type="checkbox"/> EIN</p> <p>Authorized Individual _____ Co-Authorized Individual <i>(if applicable)</i> _____</p> <p><input type="checkbox"/> Check here if the account owner is a Government Entity</p> <p><input type="checkbox"/> Check here if the account owner is a: (i) a privately held manufacturer, supplier, dealer and intermediary in armaments; (ii) privately held paper currency intensive business (e.g. money transfer agent, money broker, casino, check casher, pawnbroker); (iii) digital currency/asset business; (iv) privately held dealer in precious metals or jewels.</p> <p><input type="checkbox"/> Check here if the account is a self-directed retirement plan not covered under ERISA. Complete and return the form "Certification Regarding Beneficial Owners of Legal Entity Customers."</p>

## 2. MAILING AND CONTACT INFORMATION

If any joint owner has a different address than the primary account address, include the joint owner's address as well (attach separately if necessary).

**A post office box will not be accepted unless accompanied by a street address.**

Mailing  Physical  Joint Owner's (check all that apply)

Address

Primary Telephone Number

Address

Alternate Telephone Number

City

State

Zip Code

Email Address

Mailing  Physical  Joint Owner's (check all that apply)

Address

City

State

Zip Code

## 3. INVESTMENT SELECTIONS

**Make check payable to Guggenheim Investments.**

Check this box if you are funding this account with a transfer of shares from an existing Guggenheim account. If checked you may skip Section 3.

Share classes cannot be commingled within an account. *If no share class selection is made, the investment will be made into Investor/H-Class shares.* Please specify one:

A-Class\*  C-Class\*  Investor/H-Class  H-Class\*  Institutional Class\*\*

**A-Class (Load Waived)\*** Reason: \_\_\_\_\_ See fund prospectus for more information.

\* This share class requires a financial professional. Single direct purchases of C-Class shares of a fund in an amount of \$1 million or more will be placed into A-Class shares of that fund.

\*\*Institutional class shares not available for all funds. We may need to contact you for additional information.

Guggenheim can accept personal checks, Automated Clearing House (ACH) purchases, Electronic Funds Transfer (EFT) purchases, and Fed Wire purchases. All forms of payment must be in U.S. currency and drawn on a U.S. bank. **We do not accept cash or cash equivalents (such as traveler's checks or money orders), checks drawn on a line of credit, starter checks, or credit card convenience checks. We generally do not accept third-party checks.**

Indicate the dollar amount or percentage of total investment next to the fund name. *If no fund selection is made, the investment will be credited to U.S. Government Money Market.*

Use the allocation below for the initial purchase only.

Use the allocation below for the initial purchase and all future purchases until I provide notice otherwise.

*If no selection is made, the allocation below will apply for this purchase only.*

Fund Name	Allocation
_____	\$ _____ OR _____ %
_____	\$ _____ OR _____ %
_____	\$ _____ OR _____ %

**TOTAL INVESTMENT:** \$ \_\_\_\_\_

**ACH Purchase:** By checking this box, I am requesting to have Guggenheim debit my bank account (described in Section 6) to make my initial purchase described above. I understand that Guggenheim may charge a \$25 fee if the transaction is declined by my bank and that I will not be entitled to benefit from any increase in NAV that the fund(s) may have experienced from the time of my order until the time of its cancellation. In addition, I understand that I may be responsible for any losses that the fund(s) incur as a result of my cancelled order. (Not available for Institutional shares.)

#### 4. REDUCED SALES CHARGES (A-CLASS SHARES ONLY)

See an A-Class shares prospectus for specific sales charge information.

##### Rights of Accumulation

I own A- or C-Class shares of other Rydex and/or Guggenheim funds, which may entitle this purchase to a reduced sales charge under the provisions in the fund Prospectus. Please provide any existing Guggenheim (A- or C-Class) account number(s) below, and we will reduce your sales charge if you are eligible.

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##### Letter of Intent

In order to qualify for a reduced sales charge, I plan to invest the amount indicated below over a 13-month period. If I do not invest the intended amount within the 13-month period, I understand that the sales charge will be adjusted.

Please check one:

- The aggregate amount I plan to invest in this account will be at least:       \$50,000       \$250,000       \$1,000,000  
 \$100,000       \$500,000
- I am already investing under an existing Letter of Intent.

*Aggregate investments under \$100,000 (\$50,000 for certain funds) will receive the maximum sales charge. See an A-Class shares prospectus for specific sales charge information. Only direct purchases into A-Class and C-Class shares (excluding U.S. Government Money Market) apply toward this Letter of Intent.*

#### 5. COST BASIS

Guggenheim has selected Average Cost as the default cost basis method for all funds. This means that unless you specify otherwise, Average Cost will be used to calculate the basis when you redeem shares. The Average Cost method adds together all of the individual purchase costs into an aggregate cost amount. The cost per share is determined by dividing the aggregate cost amount by the total number of fund shares in the account. The basis of redeemed shares can then be determined by multiplying the number of shares redeemed by the cost per share.

**If you wish to use Average Cost, no selection is required. Otherwise, select your cost basis method below.**

**FIFO—First In, First Out**

- Shares will be sold in the order they were purchased. Shares purchased on earlier dates will be redeemed before shares purchased on later dates.

**LIFO—Last In, First Out**

- Shares will be sold in reverse order from when they were purchased. Shares purchased on later dates will be redeemed before shares purchased on earlier dates.

**HIFO—Highest (cost) in, First Out**

- Shares will be sold according to the cost at which they were purchased. Shares purchased at higher cost will be redeemed before shares purchased at lower cost.

**6. BANK INFORMATION (OPTIONAL)**

**Complete this section if you would like to establish ACH and/or wire instructions to your account.** Adding this information after your account has been established will require a Medallion signature guarantee.

**ACH/EFT INSTRUCTIONS (FOR PURCHASES AND REDEMPTIONS)**

**We cannot establish ACH services using starter checks or checks for brokerage, cash management, credit card, or mutual fund accounts.** Your bank must be a member of the ACH network.

Account Type:  Checking  Savings\*

**A voided check is required to establish ACH. (Deposit slips may be used for savings accounts only.)\***

**ATTACH VOIDED CHECK HERE**

Your Name \_\_\_\_\_ No. \_\_\_\_\_  
Somewhere, USA

Pay to the order of \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ dollars

Your Bank \_\_\_\_\_  
Somewhere, USA

000 0000 00000000 00000000

\*For savings accounts: Please contact your bank to verify that the ABA number on the deposit slip is correct for ACH transactions. We may also contact you or other sources to verify the ABA number.

Guggenheim may charge a \$25 fee if an ACH transaction is declined by your bank for any reason, and you will not be entitled to benefit from any increase in NAV that the fund (s) may have experienced from the time of your order to the time of its cancellation. In addition, you may be responsible for any losses that the funds incur as a result of your cancelled order.

**WIRE INSTRUCTIONS (FOR REDEMPTIONS ONLY)**

Instructions to wire to foreign institutions must include a U.S. correspondent bank, SWIFT number and U.S. ABA number. The ABA number your bank uses for wires may be different from the ABA number on your checks. If you are unsure of the correct wiring instructions, contact your financial institution.

ABA Number:   
(must be nine digits)

Bank Account Number	Name of Bank		
Name on Bank Account	Bank Address		
Additional Bank or Routing Information	City	State	Zip Code



## 10. ACCOUNT DOCUMENT DELIVERY PREFERENCES

### Reduce Mailbox clutter! Sign up for eDelivery!

To access your account documents online you must establish a user account by visiting TradeRydex.com and clicking on "First Time User."

Our eDelivery service allows you to receive notification of all account documents (see definition below) via email instead of printed versions. You may also elect to receive emails for transaction confirmations but continue to receive paper copies of your other account documents. Through our eDelivery service, you will receive an email notification when your statements and/or confirmations are available for you to view online at TradeRydex.com. If you select the "all account documents" option, you will also receive an email (with a hyperlink to the document) when prospectuses and other regulatory documents are available to view. If the email address you provide is invalid, you will receive printed versions of the documents.

Please **select only one (1)** of the options below and provide your email address (if applicable). *If you do not select an option (or select an invalid option), you will receive all account documents by postal mail.*

**eDelivery of All Account Documents** I hereby consent to electronic delivery of **all** of my account documents. To consent to the electronic delivery of **all** of your account documents, please confirm the bulleted statements below by checking the box and providing your email address.

Email Address: \_\_\_\_\_

**eDelivery of Confirmations of Transactions only** I hereby consent to electronic delivery of my confirmations of transactions. To consent to the electronic delivery of your confirmations of transactions but receive paper versions of your other account documents, please confirm the bulleted statements below by checking the box and providing your email address.

Email Address: \_\_\_\_\_

- I understand that "account documents" include, but are not limited to: mutual fund prospectuses; annual and semiannual report notices; quarterly statements of account; confirmations of transactions; and the annual privacy notice.
- I acknowledge that I have access to (a) a personal computing device with an up to date internet browser; (b) a printer; (c) the most recent version of Adobe Reader; and (d) a valid email account.
- I understand that I will receive an email informing me that my account documents have been updated and that I will be able to access my updated account documents online by logging into my account at Active Investor.
- I understand that I may request free paper copies of my account documents at any time by calling 800.820.0888. Please see the prospectus for information about fees charged for unusually large historical requests.
- I understand that I may revoke my authorization to receive documents electronically at any time by writing to Guggenheim at the address noted above. If I do revoke my authorization, I understand that I will receive paper documents thereafter.

**No eDelivery** I wish to receive all account documents in paper form by postal mail.

## 11. SIGNATURE(S) AND CERTIFICATION

### By signing below, I certify that:

1. I have the full authority and legal capacity to open this account, am of legal age in the state in which I reside, and believe that each investment selected is suitable for this account.
2. I understand that Guggenheim is requesting certain information regarding my identity and the identity of any beneficial owner/ control person (if any) in accordance with federal law, such as name, address, date of birth, taxpayer identification number and other information that will allow them to verify the information, and I agree that this account application is subject to a review process that may result in the account not being opened. I understand that Guggenheim may not be able to establish an account if the necessary information is not received. I understand that Guggenheim may place limits on account transactions while in the process of verifying the information. I understand that Guggenheim may be required to close the account if the identities cannot be verified after the account is established.
3. I understand that Guggenheim provides accounts for U.S. citizens and resident aliens only.
4. I understand that mutual funds carry certain risks as outlined in the prospectus for each fund in which I am investing, including the risk that shares may be worth less when they are redeemed than when they were purchased. I acknowledge that I have received and read each such prospectus, and I agree to be bound by its terms.
5. I understand that my account may be escheated to the state of my most recent address of record if no activity occurs or no contact is made for the applicable state's dormancy period (typically between 3 and 5 years, 3 years in CA).
6. I authorize Guggenheim, Guggenheim Funds Distributors, and their respective affiliates, successors and assignees (collectively Guggenheim) to act on any instructions believed to be genuine for any services authorized on this application, including telephone/electronic services. I agree that Guggenheim will not be liable for any loss, expense, or cost arising out of such instructions, provided that it institutes and follows reasonable procedures to confirm that instructions received are genuine.
7. I understand that if the account is registered in more than one name, Guggenheim will accept written or telephone instructions from any one of the owners. (Telephone privileges may be declined in Section 8 of this application.) Guggenheim may require, at any time and in its sole discretion and for its own protection, written authorization from all owners to act on the account for certain transactions (e.g. changes in ownership).
8. I understand that all telephone calls made to or received by Guggenheim may be recorded for security, verification, and quality control purposes.
9. I agree that I will review all account statements and trade confirmations upon receipt, and I will notify Guggenheim within thirty (30) days of any discrepancy.
10. I understand that if a purchase made in my account is cancelled for any reason, I will not be entitled to benefit from any gains the fund(s) may experience. In addition, I agree that I will be held liable for any losses that result from the cancelled purchase.
11. I have relied on my own independent judgment or the judgment of my advisor with respect to the suitability of each investment for this account, and I acknowledge that Guggenheim has not provided me with investment, tax or legal advice of any kind.

### 12. Under penalties of perjury, I certify that:

**A. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and**

**B. I am NOT subject to backup withholding because: (i) I am exempt from backup withholding, or (ii) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding; and**

**C. I am a U.S. person (including a U.S. resident alien); and**

**D. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.**

**Certification Instructions. You must cross out item B above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

13. The information provided on this application is true, accurate and complete.

✕

Signature of Owner, Trustee, Custodian, or Authorized Individual

Print Name (and Title, if applicable)

Date

✕

Signature of Joint Owner or Co-Trustee

Print Name (and Title, if applicable)

Date

*This page is left blank intentionally.*

# Appointment of Financial Professional

For more information, contact us toll-free at 800.820.0888 or fax 855.671.8280.  
 Visit our website at GuggenheimInvestments.com  
 Standard delivery: Guggenheim Investments, P.O. Box 534493, Pittsburgh, PA 15253-4493  
 Overnight delivery: Guggenheim Investments, Attention: 534493, 500 Ross Street, Pittsburgh, PA 15262

**This form is used to authorize one or more financial professionals (i.e. an investment advisor and/or a broker) to give Guggenheim instructions on your behalf for your account. This form must be completed and signed by the registered account owner(s) and all appointed financial professionals.**

Account Name \_\_\_\_\_ Account Number\* \_\_\_\_\_  
*\*If you are establishing a new Guggenheim account, please send a completed application with this form and leave the account number field above blank.*

## FINANCIAL PROFESSIONAL AGREEMENT

By completing and signing this form, I (the Financial Professional) accept the terms set forth below. I understand that this acceptance will remain in full force and effect until such time as Guggenheim receives written notice of its revocation from me, a representative of my firm or the registered account owner(s). I understand that if the registered account owner(s) revokes the appointment and/or authorization set forth below, Guggenheim will not take any further instructions from me without written consent from the registered account owner(s).

If the registered account owner(s) have authorized the management fee deduction provision below, I agree (i) to provide Guggenheim with true and accurate invoices of the management fees owed to me by the registered account owner(s) and (ii) to designate on each invoice which fund shares are to be sold in order to pay these fees. I represent that I am authorized under all applicable laws to receive such fees. I will send the registered account owner(s) notification of the amount of each invoice I provide to Guggenheim. I acknowledge that any management fee deduction is a service provided by Guggenheim to registered account owner(s) and understand that Guggenheim makes no guarantees regarding this service.

I understand that it is the policy of Guggenheim to reject third-party checks. Third-party checks less than \$25,000 may be excluded. I represent and warrant that any third-party check submitted into this account is legitimate.

I will indemnify and hold harmless Guggenheim, its officers, directors, employees and agents against any and all losses, claims, damages, liabilities, penalties, actions, proceedings, judgments or costs, including attorney's fees, which these parties may incur by relying upon my representations or authorizations.

## SHARE CLASS DESIGNATION

Please complete this section to designate the share class of the funds to be purchased in this account. If a share class is not indicated below, the account will automatically purchase Investor/H-Class shares. Institutional shares are not available for all funds.

- A-Class    C-Class    Investor/H-Class    H-Class    Institutional Class
- A-Class (Load Waived) Reason: \_\_\_\_\_ See fund prospectus for more information.

## BROKER/DEALER INFORMATION (TO BE COMPLETED BY THE REGISTERED REPRESENTATIVE)

Firm Name \_\_\_\_\_ Telephone Number \_\_\_\_\_ Rep Email Address \_\_\_\_\_  
 Rep Name \_\_\_\_\_ Rep Code \_\_\_\_\_ Branch Code \_\_\_\_\_  
 Branch Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Trading Group Number (if applicable)

*An account may only have one trading group number assigned.*

**B/D Registered Representative's Authorized Signature**

**Note: Client signature(s) required on next page.**





# Privacy Policy

This Privacy Notice describes the data protection practices of Guggenheim Investments. Guggenheim Investments as used herein refers to the affiliated investment management businesses of Guggenheim Partners, LLC: Guggenheim Funds Investment Advisors, LLC, Guggenheim Partners Investment Management, LLC, Guggenheim Funds Distributors, LLC, Security Investors, LLC, Guggenheim Investment Advisors (Europe) Limited, GS Gamma Advisors, LLC, Guggenheim Partners Fund Management (Europe) Limited, Guggenheim Partners Europe Limited, Guggenheim Corporate Funding, LLC, Guggenheim Wealth Solutions, LLC, Guggenheim Private Investments, LLC, Guggenheim Investments Loan Advisors, LLC, as well as the funds in the Guggenheim Funds complex (collectively, the "Funds", "Guggenheim," "we," "us," or "our").

Guggenheim Partners Investment Management Holdings, LLC, located at 330 Madison Avenue, New York, NY 10017 is the data controller for your information. The Affiliates who are also controllers of certain parts of your information are: Guggenheim Investment Advisors (Europe) Limited; Guggenheim Partners Europe Limited; Guggenheim Partners, LLC, Guggenheim Funds Investment Advisors, LLC, Guggenheim Partners Investment Management, LLC, Guggenheim Funds Distributors, LLC, Guggenheim Wealth Solutions, LLC and Security Investors, LLC, as well as the Funds.

## Our Commitment to You

Guggenheim Investments considers your privacy our utmost concern. When you become our client or investor, you entrust us with not only your hard-earned money, but also with your personal and financial information. Because we have access to your private information, we hold ourselves to the highest standards in its safekeeping and use. We strictly limit how we share your information with others, whether you are a current or former Guggenheim Investments client or investor.

## The Information We Collect About You

We collect certain nonpublic personal information about you from information you provide on applications, other forms, our website, and / or from third parties, including investment advisors. This information includes Social Security or other tax identification number, assets, income, tax information, retirement and estate plan information, transaction history, account balance, payment history, bank account information, marital status, family relationships, information that we collect on our website through the use of "cookies," and other personal information that you or others provide to us. We may also collect such information through your inquiries by mail, email or telephone. We may combine the information that we collect through the methods noted above with information that we receive from other sources, both online and offline, and use such combined information in accordance with this Privacy Policy. We may also collect customer due diligence information, as required by applicable law and regulation, through third-party service providers.

## How We Handle Your Personal Information

The legal basis for using your information as set out in this Privacy Notice is as follows: (a) use of your personal data is necessary to perform our obligations under any contract with you (such as a contract for us to provide financial services to you); or (b) where use of your personal data is not necessary for performance of a contract, use of your personal data is necessary for our legitimate interests or the legitimate interests of others (for example, to enforce the legal terms governing our services, operate and market our website and other services we offer, ensure safe environments for our personnel and others, make and receive payments, prevent fraud, and to know the customer to whom we are providing the services). Some processing is done to comply with applicable law.

In addition to the specific uses described above, we also use your information in the following manner:

- We use your information in connection with servicing your accounts.
- We use information to respond to your requests or questions. For example, we might use your information to respond to your customer feedback.
- We use information to improve our products and services. We may use your information to make our website and products better. We may use your information to customize your experience with us.
- We use information for security purposes. We may use your information to protect our company and our customers.
- We use information to communicate with you. For example, we will communicate with you about your account or our relationship. We may contact you about your feedback. We might also contact you about this Privacy Notice. We may also enroll you in our email newsletter.
- We use information as otherwise permitted by law, as we may notify you.
- We may aggregate and / or anonymize any information collected through the website so that such information can no longer be linked to you or your device ("Aggregate / Anonymous Information"). We may use Aggregate / Anonymous Information for any purpose, including without limitation for research and marketing purposes, and may also share such data with any third parties, including advertisers, promotional partners, and sponsors.

We do not sell information about current or former clients or their accounts to third parties. Nor do we share this information, except when necessary to complete transactions at your request, to make you aware of investment products and services that we or our affiliates offer, or as permitted or required by law.

We provide information about you to companies and individuals not affiliated with Guggenheim Investments to complete certain transactions or account changes, or to perform services for us related to your account. For example, if you ask to transfer assets from another financial institution to Guggenheim Investments, we must provide certain information about you to that company to complete the transaction. We provide the third party with only the information necessary to carry out its responsibilities and only for that purpose. And we require these third parties to treat your private information with the same high degree of confidentiality that we do. To alert you to other Guggenheim Investments products and services, we share your information within our family of affiliated companies. You may limit our sharing with affiliated companies as set out below. We may also share information with any successor to all or part of our business, or in connection with steps leading up to a merger or acquisition. For example, if part of our business was sold, we may give customer information as part of that transaction. We may also share information about you with your consent.

We will release information about you if you direct us to do so, if we are compelled by law to do so, or in other circumstances as permitted by law (for example, to protect your account from fraud or for anti-money laundering, or sanctions checks).

If you close your account(s) or become an inactive client or investor, we will continue to adhere to the privacy policies and practices described in this notice.

## Opt-Out Provisions and Your Data Choices

The law allows you to “opt out” of certain kinds of information sharing with third parties. We do not share personal information about you with any third parties that triggers this opt-out right. This means YOU ARE ALREADY OPTED OUT.

When you are no longer our client or investor, we continue to share your information as described in this notice, and you may contact us at any time to limit our sharing by sending an email to [CorporateDataPrivacy@GuggenheimPartners.com](mailto:CorporateDataPrivacy@GuggenheimPartners.com).

In addition to the choices set forth above, residents of the European Union and certain other jurisdictions have certain rights to (1) request access to or rectification or deletion of information we collect about them, (2) request a restriction on the processing of their information, (3) object to the processing of their information, or (4) request the portability of certain information. To exercise these or other rights, please contact us using the contact information below. We will consider all requests and provide our response within the time period stated by applicable law. Please note, however, that certain information may be exempt from such requests in some circumstances, which may include if we need to keep processing your information for our legitimate interests or to comply with a legal obligation. We may request that you provide us with information necessary to confirm your identity before responding to your request.

Residents of France and certain other jurisdictions may also provide us with instructions regarding the manner in which we may continue to store, erase, and share your information after your death, and where applicable, the person you have designated to exercise these rights after your death.

## How We Protect Privacy Online

We take steps to protect your privacy when you use our website—[GuggenheimInvestments.com](http://GuggenheimInvestments.com)—by using secure forms of online communication, including encryption technology, Secure Socket Layer (SSL) protocol, firewalls, and user names and passwords. These safeguards vary based on the sensitivity of the information that we collect and store.

However, we cannot and do not guarantee that these measures will prevent every unauthorized attempt to access, use, or disclose your information since despite our efforts, no Internet and / or other electronic transmissions can be completely secure. Our web site uses “cookies”—tiny pieces of information that we ask your browser to store. We use cookies for session management and security features on the Guggenheim Investments web site. We do not use them to pull data from your hard drive, to learn your email address, or to view data in cookies created by other web sites. We will not share the information in our cookies or give others access to it. See the legal information area on our web site for more details about web site security and privacy features.

## How We Safeguard Your Personal Information and Data Retention

We restrict access to nonpublic personal information about you to our employees and in some cases to third parties (for example, the service providers described above), as permitted by law. We maintain strict physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information, and protect against any anticipated threats or hazards to the security or integrity of your information, and protect against unauthorized access to or use of your information that could result in substantial harm or inconvenience to you. We also have policies and procedures to detect, respond to, and recover from unauthorized access to or use of your information, including providing you with notification and service provider oversight.

We keep your information for no longer than necessary for the purposes for which it is processed, and take reasonable measures to protect your information against unauthorized access to or use during its disposal. The length of time for which we retain information depends on the purposes for which we collected and use it and / or as required to comply with applicable laws. Information may persist in copies made for backup and business continuity purposes for additional time.

## International Visitors

If you are not a resident of the United States, please be aware that your information may be transferred to, stored, and processed in the United States where our servers are located and our databases are operated.

The data protection and other laws of the United States and other countries may not be as comprehensive as those in your country. In such cases, we ensure that a legal basis for such a transfer exists and that adequate protection is provided as required by applicable law, for example, by using standard contractual clauses or by transferring your data to a jurisdiction that has obtained an adequacy finding. Individuals whose data may be transferred on the basis of standard contractual clauses may contact us as described in the column on the right.

### We'll Keep You Informed

If you have any questions or concerns about how we treat your personal data, we encourage you to consult with us first. You may also contact the relevant supervisory authority.

We reserve the right to modify this policy at any time and will inform you promptly of material changes. You may access our privacy policy from our web site at [GuggenheimInvestments.com](https://www.guggenheiminvestments.com). Should you have any questions regarding our privacy policy, contact us by email at [CorporateDataPrivacy@GuggenheimPartners.com](mailto:CorporateDataPrivacy@GuggenheimPartners.com).

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