

# **Custodial Advantage**

**Retirement Account Application Booklet**

**GWN Securities, Inc.**



# Custodial Advantage Retirement Account Application Agreement & Program Information

To open an account in the Custodial Advantage program simply complete this Retirement Account Agreement and submit all required forms to GWN Securities, Inc. Please complete all applicable pages within this booklet. If you are funding this account with a transfer, rollover or exchange, please include an account statement.

## Product Details

- This is a Custodial Program offering over 20 mutual fund families with over 200 load waived/no transaction fee mutual funds.

## Product Type Availability

- 403(b)(7); Roth 403(b)(7); 457(b); IRA, IRA SEP; IRA Simple; IRA Roth

## Account Funding

- The Custodial Advantage account can be funded with payroll contributions for Employer sponsored plans.
- The Custodial Advantage account will accept transfers, rollovers, and exchanges. (No Transfer in Kinds)
  - Proceeds payable and mailed to: **GWN Marketing, Inc.**  
**C/O Truist Bank**  
**PO Box 628755**  
**Orlando, FL 32891-8755**
  - Overnight Address: **Truist-Lockbox Department**  
**Attn: GWN Marketing, Inc. Lockbox #628755**  
**7699 Golf Channel Drive**  
**Orlando, FL 32819**

## Loan Availability

- Where allowed by the Employer's Plan Document, loans are available for the 403(b)(7) / 457(b) plan type
- The Roth 403(b)(7) plan does not offer a loan feature.

## Account Minimum

- This product is available for flow and lump sum purchases with no minimum requirement.

## Dollar Cost Averaging (DCA)

- DCA is available as a 6 or 12 month schedule occurring on the 15th of the month. This option allows the participant to purchase a fixed dollar amount from the Program's default money market on the schedule elected.
- If the 15th is a non-business day, the DCA will process the next available business day.
- The DCA and Auto-Rebalance options cannot be elected together.

## Auto-Rebalancing

- Auto-Rebalancing is available on a quarterly basis occurring on the 15th of the quarter. This option allows the participant to realign their portfolio to maintain the desired allocation.
- If the 15th is a non-business day, the auto-rebalance will process the next available business day.
- The quarterly time periods available are 1/15; 4/15; 7/15; 10/15.

## Fee

- GWN Marketing, Inc assesses an annual fee of 1% (taken 0.25 quarterly)

## Statements

- Quarterly statements only. Online only.
- No hard copies mailed.



# Retirement Agreement Client Account Form - Investment Disclosure

Client must provide personal email address to open account and have access to statements as they are online only.

1. CLIENT INFORMATION							
403 (b)	ROTH 403 (b)	457 (b)	Roth 457(b)	IRA	IRA SEP*	IRA Simple*	IRA Roth
Other:				<i>*Please see GWN Securities, Inc. website for additional forms.</i>			
SSN/TIN (9 digits):		Date of Birth (mm/dd/yyyy):		Personal Email Address (required):			
First Name / Account Title / Custodian:				Middle Initial:	Last Name:		
Mailing Address:				City:		State:	Zip Code:
Street Address (if different from mailing address):				City:		State:	Zip Code:
Home Phone #:		Business Phone #:			Cell Phone #:		
Advisor Name:					Advisor #:		
Marital Status:							
Single		Married	Divorced	Widowed	Not Applicable		
Employment Status:							
Employed		Self-Employed	Not Employed	Retired	Student	Homemaker	
Other:							
Employer Name:							
Employer Address:				Employer City:		Emp State:	Emp Zip:
Occupation/Type of Business:						Years Employed:	
Driver's License		Passport	State ID	Other Government ID	Other type ID:		
ID Number:		ID Issuer:		Date Issue (mm/dd/yyyy):		Exp. (mm/dd/yyyy):	
US Citizen:    Yes    No							

Annual Income (from ALL Sources)	Net Worth (excluding your residence)	Liquid Net Worth	Tax Rate (highest margin)
Under \$25,000	Under \$25,000	Under \$25,000	0-15%
\$25,001-\$50,000	\$25,001-\$50,000	\$25,001-\$50,000	16-25%
\$50,001-\$100,000	\$50,001-\$200,000	\$50,001-\$200,000	26-30%
\$100,001-\$250,000	\$200,001-\$500,000	\$200,001-\$500,000	31-35%
\$250,001-\$500,000	\$500,001-\$1,00,000	\$500,001-\$1,000,000	Over 35%
Over \$500,000	\$1,000,000-\$2,000,000	\$1,000,000-\$2,000,000	
	Over \$2,000,000	Over \$2,000,000	

**CLIENT INFORMATION CONT'D.**

<b>Annual Expenses</b> (recurring)	<b>Special Expenses</b> (future, nonrecurring)	<b>Time Frame for Special Expenses</b>
Under \$25,000	Under \$25,000	Within 2 Years
\$25,001-\$50,000	\$25,001-\$50,000	3 - 5 Years
\$50,001-\$100,000	\$50,001-\$100,000	6 - 10 Years
\$100,001-\$250,000	\$100,001-\$250,000	
\$250,001-\$500,000	\$250,001-\$500,000	
Over \$500,000	Over \$500,000	

1. **Annual Income** includes income from sources such as employment, alimony, social security, investment income, etc.
2. **Net Worth** is the value of your assets minus your liabilities. For purposes of this application, assets include stocks, bonds, mutual funds, other securities, bank accounts and other personal property. DO NOT include your primary residence among your assets. For liabilities, include outstanding loans, credit card balances, taxes, etc. DO NOT include your mortgage.
3. **Liquid Net Worth** is your net worth minus assets that cannot be converted quickly and easily to cash, such as real estate, business equity, personal property and automobiles, expected inheritances, assets earmarked for other purposes, and investments or accounts subject to substantial penalties if they were sold or if assets were withdrawn from them.
4. **Annual Expenses** might include mortgage payments, rent, long-term debts, utilities, alimony, or child support payments, etc.
5. **Special Expenses** might include a home purchase, remodeling a home, a car purchase, education, medical expenses, etc.

**Liquidity Needs:** The ability to quickly and easily convert to cash, all or a portion of the investments without experiencing significant loss in value from, example, the lack of a ready market, or incurring significant costs or penalties is **(check one)**

Very Important      Important      Somewhat Important      Does Not Matter

**Financial Investment Experience:** We are collecting the information below to understand your investment experience. We recognize your responses may change overtime as you work with us.

<b>Investment</b>	<b>Years of Experience</b>			<b>Transactions Per Year</b>		
Securities Futures	0	1-5	Over 5	0-5	6-15	Over 15
Annuities	0	1-5	Over 5	0-5	6-15	Over 15
Alternative	0	1-5	Over 5	0-5	6-15	Over 15
Margin	0	1-5	Over 5	0-5	6-15	Over 15

<b>Investment</b>	<b>Years of Experience</b>			<b>Transactions Per Year</b>		
Mutual Funds/ETFs	0	1-5	Over 5	0-5	6-15	Over 15
Individual Stocks	0	1-5	Over 5	0-5	6-15	Over 15
Bonds	0	1-5	Over 5	0-5	6-15	Over 15
Options	0	1-5	Over 5	0-5	6-15	Over 15

**Overall Time Horizon:** The expected period of time you plan to invest to achieve your financial goal(s):

Under 1 year      1-2 years      3-5 years      6-10 years      11-20 years      Over 20 years

**Decision-Making: (there are 3 choices, check all that apply):**

I Consult with and receive information from my broker, investment advisor, CPA or other financial professionals.

I generally make my own decisions and/or with co-applicants.      I discuss investment decisions with family and/or friends.

**Investment Risk Tolerance:** Pursuant to various securities regulations, GWN is required to ask you to list the investment risk tolerance for your accounts. Investing involves risk. Different investment products and strategies involve different degree of risk. The higher the expected returns of a product of strategy, the greater the risk that you could lose most of your investment. Investments should be chosen based on your objectives, time frame and tolerance for market fluctuations.

## 2. INVESTOR PROFILE QUESTIONNAIRE

Completing this questionnaire will assist you in determining your investment time horizon, your tolerance for risk and your investment objectives. Answer the questions on the following pages and use your score to identify an investor profile that's closest to your own.

### IMPORTANT CONSIDERATIONS WHEN CHOOSING YOUR PORTFOLIO

#### YOUR TIME HORIZON

When will you begin withdrawing your money from your account, and at what rate? If that date is many years away, you may be comfortable with a portfolio that carries a greater potential for appreciation and higher level of risk. There's more time to weather the inevitable ups and downs of the market.

#### YOUR RISK TOLERANCE

How do you feel about risk? Some investments fluctuate more dramatically in value than others but may have the potential of a higher return. It's important that you select investments that fit within your level of tolerance for this risk.

**Check the number of points for each of your answers and note the total for each section.**

#### Section 1: Time Horizon

1. Plan to begin withdrawing money from my investments within:

Less than 3 years	1
3 - 5 years	3
6 - 10 years	7
11 years or more	10

2. Once I begin withdrawing funds from my investments, I plan A score of less than 3 indicates a very short investment time horizon, a relatively low risk to spend all of the funds within:

Less than 2 years	0
2 - 5 years	1
6 - 10 years	4
11 years or more	8

#### SUBTOTAL TIME HORIZON

**Score Points:** \_\_\_\_\_  
(Enter the total points from questions 1 and 2)

If your time horizon score is less than 3, **STOP HERE.**

A score of less than 3 indicates a very short investment time horizon, a relatively low risk portfolio of 40% short-term (average maturity of five years or less), bonds or bond funds and 60% cash is suggested, as stock investments may be significantly more volatile in the short term.

**If your score is greater than 3, please continue to Section 2**

#### Section 2: Risk Tolerance

1. I would describe my knowledge of investments as

None	0
Limited	2
Good	4
Extensive	6

2. When I invest my money, I am:

Most concerned about my investment losing money	0
Equally concerned about my investment losing or gaining value	4
Most concerned about my investment gaining value	8

3. Select the investments you currently own or have owned in the past with the highest number of points. Check that number:

Money Market Funds or Cash Equivalents	0
Bonds and/or Bond Funds	3
Stocks and/or Stock Funds	6
International Securities and/or International Funds	8

Example: You may own stock funds. In the past, you purchased International securities. Therefore, you would select International Securities (point score 8) because you have owned them and it has the highest score.

4. Consider this Scenario.

Imagine that in the past three months, the overall stock market lost 25% of its value. An individual stock investment you own also lost 25% of its value. What would you do?

Sell all of my shares	0
Sell some of my shares	2
Do nothing	5
Buy more shares	8

### 3. REVIEW THE CHART BELOW

We've outlined the most likely best and worst case annual returns of five hypothetical investment plans. Which range of possible outcomes is most acceptable to you? **The figures are hypothetical and do not represent the performance of any particular investment.**

#### Best and Worst Case Scenarios (1 Year)

Plan	Average Annual Return	Best Case	Worst Case	Points	Please Check
A	7.2%	16.3%	-5.6%	0	
B	9.0%	25.0%	-12.1%	3	
C	10.4%	336.0%	-18.2%	6	
D	11.7%	42.8%	-24.0%	8	
E	12.5%	50.0%	-28.2%	10	

**SUB TOTAL: RISK TOLERANCE**

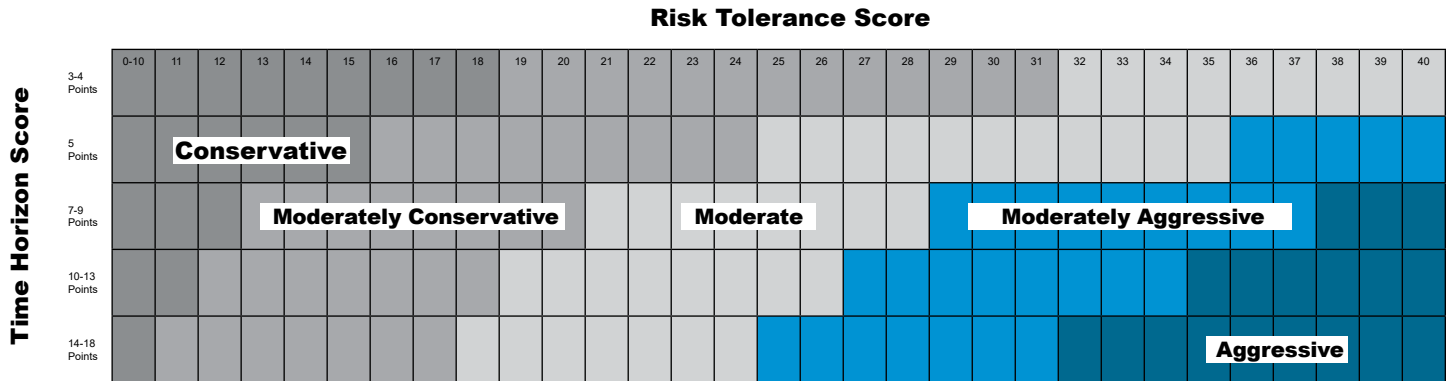
**Score Points:** \_\_\_\_\_  
(Enter the total point from questions 1 through 5)

### 4. DETERMINE YOUR INVESTOR PROFILE

The chart below uses the subtotals you calculated in the preceding two sections.

In the chart below, find your time horizon score along the left side and your tolerance score across the top. Locate their intersection point, situated in the area that corresponds to your investor profile. Below please find the investment objective that corresponds to your investor profile.

Time Horizon Score: \_\_\_\_\_ Risk Tolerance Score: \_\_\_\_\_



	Conservative	Moderately Conservative	Moderate	Moderately Aggressive	Aggressive
	For investors who want current income and relative stability and aren't concerned about increasing the value of their investments.	For investors who want current income and relative stability, with some modest potential increase in the value of their investments.	For long-term investors who don't need current income and want some growth potential. They tolerate some fluctuations, but they want less risk than the overall stock market	For long-term investors who want good growth potential and don't need current income. They accept a fair amount of risk, but not as much as if they invested exclusively in stocks.	For long-term investors who want high growth potential and don't need current income. Substantial year-to-year volatility in value is acceptable in exchange for potentially high long-term return.
	<b>Sample Mix</b> 20% Equity / 80% Fixed Income	<b>Sample Mix</b> 40% Equity / 60% Fixed Income	<b>Sample Mix</b> 60% Equity / 40% Fixed Income	<b>Sample Mix</b> 80% Equity / 20% Fixed Income	<b>Sample Mix</b> 95% Equity / 5% Fixed Income

Based on my combined score my investment objective is: \_\_\_\_\_



# Trusted Contact Form

Use this form to add a trusted contact to your account. **Important information regarding trusted contact:** Designating a trusted contact is not required and does not authorize the named individual to transact on or make changes to the account owner's account, but it does authorize GWN Securities, Inc. (GWN) to communicate with the trusted contact regarding the account. There can only be one trusted contact on the account.

At this time, I choose NOT to add a trusted contact to my account.

## 1. GWN ACCOUNT NUMBER AND REGISTRATION INFORMATION

(Required)      SSN   or      TIN (9 digits)      _____		
Client First Name (Please print name(s) as it appears on account.):	Client Middle Name:	Client Last Name:
Primary Phone Number:	Email Address:	

## 2. TRUSTED CONTACT INFORMATION

By providing the information in this section, I authorize GWN to contact the person listed below and to disclose information about me in the following circumstances: to prevent the assumption of abandonment, to address possible financial exploitation, to confirm the specifics of my current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney, or as otherwise permitted by federal or state law.

**Any information provided on this form will replace the information currently on file.**

**NOTE:** Your trusted contact cannot be your financial advisor of record.

Please Select One: Add the following individual as trusted contact to my account. Remove the following individual as trusted contact from my account.		
Trusted Contact First Name:	Trusted Contact Last Name:	
Trusted Contact Mailing Address (Including apartment or P.O. Box Number):		
Trusted Contact City:	Trusted Contact State:	Trusted Contact Zip Code:
Trusted Contact Primary Phone Number:	Trusted Contact Email Address:	
Trusted Contact Relationship to Account Owner:		

## 3. AUTHORIZATION AND SIGNATURE(S)

By Signing this form, I authorize GWN to maintain the account(s) referenced above in accordance with the instructions set forth above.

Client Signature (Required):	Date (mm/dd/yyyy):
Joint Signature:	Date (mm/dd/yyyy):
Rep Signature:	Date (mm/dd/yyyy):





**5. BENEFICIARY DESIGNATIONS**

Primary	First Name:		Last Name:	
	Address:		City:	State: Zip:
Contingent	SSN: (9 Digits)		Relationship to Client:	
	Birth Date (mm/dd/yyyy):		Share % (Whole percentages only):	

Primary	First Name:		Last Name:	
	Address:		City:	State: Zip:
Contingent	SSN: (9 Digits)		Relationship to Client:	
	Birth Date (mm/dd/yyyy):		Share % (Whole percentages only):	

Primary	First Name:		Last Name:	
	Address:		City:	State: Zip:
Contingent	SSN: (9 Digits)		Relationship to Client:	
	Birth Date (mm/dd/yyyy):		Share % (Whole percentages only):	

Primary	First Name:		Last Name:	
	Address:		City:	State: Zip:
Contingent	SSN: (9 Digits)		Relationship to Client:	
	Birth Date (mm/dd/yyyy):		Share % (Whole percentages only):	

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares / percentage, indicated) If the Primary or Contingent Beneficiary box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares/percentages, if indicated).

**CONSENT OF SPOUSE**

I consent to the above Beneficiary Designation indicated in the Beneficiary Designations Section of this application.

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Date (mm/dd/yyyy)

(Note: Consent of the Participant's Spouse may be required in a community property or marital property state to effectively designate a beneficiary other than or in addition to the Participant's Spouse.)

Disclaimer for Community and Marital Property States: The Participant's Spouse may have a property interest in the account and the right to dispose of the interest by will. Therefore, the Custodian disclaims any warranty as to the effectiveness of the Participant's beneficiary designation or as to the ownership of the account after the death of the Participant's Spouse. For additional information, please consult your legal advisor.

**6. MUTUAL FUND - GWN INVESTMENT DISCLOSURE FORM**

GWN Securities would like you to be fully aware of potential risks and liabilities. Please read the information contained in this disclosure before signing.

- A fully completed disclosure form must be signed by the client(s). Registered Representative(s) and Supervising Principal
- Separate disclosure information is required for each transaction.

**ACCOUNT RISK & INVESTMENT TIME HORIZON**      Check if same as Client Profile

<b>ACCOUNT Risk Tolerance</b>	<b>ACCOUNT Investment Time Horizon</b>
Conservative	Very Short (less than 1 year)
Moderately Conservative	Short (1-3 years)
Moderate	Intermediate (4-7 years)
Moderately Aggressive	Long (8 or more years)
Aggressive	

Definitions of these terms can be found in the last pages of this form.

**I Plan to use this account for the following reasons (check all that apply)**

- |  |   |                   |
|--|---|-------------------|
| Generate income for current or future expenses | Steadily accumulate wealth over the long term | Pay for education |
| Partially fund my retirement                   | Preserve wealth and pass it on to my heirs'   | Pay for a house   |
| Entirely fund my Retirement                    | Other _____                                   |                   |

**Investment Experience**

- None (no other investments whatsoever)
- Limited (401k, 403b, other managed investments, etc.)
- Wholly fund my retirement
- Moderate (makes some investment decisions, has brokerage account, etc.)
- Experienced (extensive involvement with varied investment products, multiple investment accounts)

Any additional information that may be pertinent to this specific investment should be described below:

**Other Investments**

Does the customer own other investments (excluding insurance)?      Yes      No

If yes, please indicate type of asset and approximate \$ amount below:

Stocks: \$ _____	Variable Annuities: \$ _____
Bonds: \$ _____	Fixed Annuities: \$ _____
Mutual Funds: \$ _____	Private Placements/LP's: \$ _____
Options: \$ _____	Other: \$ _____

**Proposed Product Information and Suitability**

Name of Company/Product Being Purchased Today: \_\_\_\_\_

Amount of Investment: \$ \_\_\_\_\_

*If a check is being issued it must be made payable to the investment company or custodian. Due to Anti-Money Laundering rules, GWN cannot accept cash, money orders or starter checks. Cashier Checks can only be accepted if there is sufficient supporting documentation proving the assets belong to the name customer.*

Source(s) to fund investment: \_\_\_\_\_

*(i.e. Savings Account, CD, SRA, Transfer/Rollover, Inheritance, Insurance Payout, BE SPECIFIC AS TO SOURCE)*

This transaction is      Solicited      Unsolicited      Percentage of Investible Assets allocated to this investment: \_\_\_\_\_ %

**Mutual Fund Fees and Pricing**

All mutual funds charge fees. These fees pay the costs of researching, managing, trading and administration of the securities in the portfolio. There are two types of expenses related to mutual funds: expenses you pay directly and annual expenses that are deducted from fund assets on an ongoing basis.

Fund of Fund Program Fees: Generally a Retirement Class of shares that have no initial sales charges, so 100% of your investment dollars go to work immediately. They do impose a program fee that can be a flat fee or percentage assets collected monthly, quarterly or annually.

I have chosen to purchase a Fund of Fund Plan with an annual program fee of 1.00%

**Switch/Exchange/Transfers** (If no Switch/Exchanges/Transfers proceed to Client/Representative Acknowledgment)

This Switch/Exchange/Transfer is:      Solicited      Unsolicited

**For Retirement Plan Distribution/Rollover:** (select one)

Employer Required      Client's Choice

**Product Being Liquidated**

Investment Company Name	Fixed Indexed Annuity, Variable Annuity, Mutual Fund	Product Name	Share Class	Full or Partial	Amount Liquidated	Date of Original Purchase	Surrender Charge/Fees/Sales Charges INSERT DOLLAR AMOUNT

Death Benefit Amount: \$ \_\_\_\_\_ Annual Contract Fees: M&E, Admin) \_\_\_\_\_ %

Other Fees: (Liq. Fee, front load charges, etc) \_\_\_\_\_ %

Existing Riders (list riders and assoc. fee) \_\_\_\_\_ %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

## Risks

There may be risks associated with this switch/exchange/transfer. What are the benefits and/or reasons for this transaction?

## Disclosures

X \_\_\_\_\_ (CLIENT INITIALS) I understand there may be risks associated with this investment exchange/switch. However, I believe a change is warranted. I acknowledge:

- The products surrendered are meant to be long-term investments.
- Investments are subject to market fluctuation, investment risk and possible loss of principal.
- The representative may receive a commission from the investment purchase-and/or asset based fee for ongoing investment advisory or custodial services.

### Please consider the following points when making an exchange or switch decision:

- There may be an appropriate fund within the same fund family into which you can exchange to achieve your new investment objective. By exchanging within the same fund family, you will not incur any new sales charges or contingent deferred sales charge (CDSC) periods.(Note: A transaction charge may be assessed by certain fund families.)
- Switching from one product to another based on poor past performance may not be appropriate. Past performance is no guarantee of future results, and you may actually be moving out of a fund that will perform better in the future than the new fund performs.
- Switching from a mutual fund, variable annuity or unit investment trust into a variable annuity or variable life insurance product, or from a variable Insurance product into a mutual fund or unit investment trust, may subject you to contingent deferred sales charges (CDSC) and tax consequences.

I am employed by or associated with: \_\_\_\_\_ the securities industry such as a broker/dealer, FINRA, or other SRO, Investment Advisor or State or Federal Securities Regulator.

Name of Entity: \_\_\_\_\_

An officer, director of 10% (or more) shareholder in a publicly-owned company

A senior military, Government or political official in a NON-US country. Name of Country: \_\_\_\_\_

## Client / Representative Acknowledgment

I acknowledge receipt and my responsibility to read the prospectus for the mutual fund(s) I am about to purchase in addition to the Mutual Funds Disclosure Statement attached to this form. I understand these investments offer both front-end sales charge and contingent deferred sales charge classes of shares. In addition, my investment representative explained that based upon the dollar amount of my investment, I may qualify for a reduced front end sales charge as defined in the mutual fund prospectus. I understand that the dollar amount of investments used to determine the breakpoint for which I may qualify is based on any positions that I hold within GWN Securities, as well as any related accounts held with outside firms.

I have disclosed or specifically declined (as evidenced by my initials) to my investment representative any mutual fund positions that may assist me in qualifying for a reduced sales charge on this purchase.

I understand that a mutual fund purchase is designed to help meet long-term investment goals. Mutual Fund Companies may impose and retain a short-term trading fee on shares that are sold or exchanged within a pre-determined "holding period" after the date of purchase. Liquidating my shares may result in a balance that is more or less than my original investment. Investment products are re-priced daily and therefore the value will fluctuate daily. Neither the investment principal amount nor the investment earnings are guaranteed.

## **Mutual Fund Service, Support and Operating Costs**

Mutual funds typically charge ongoing fees and operating costs to conduct business. These fees include operating expenses, management fees, 12b-1 fees, shareholder services fees and other expenses. These charges are deducted from the fund's assets, thereby reducing the investment returns. Many of the mutual funds pay a portion of the 12b-1 fees, which are generally used for marketing and distribution expenses or compensation, to financial institutions, advisors or other investment professionals. In addition, a financial institution, such as GWN, may also provide administration services, sub-accounting, operational services, processing of purchases, redemptions and exchanges, dividend reinvestment, consolidated account statements, tax reporting and/or marketing services and support on behalf of the mutual fund. GWN incurs direct and indirect expenses as a result of providing these and other services, which include operations support, telephone and computer services, conference rooms, facilities, personnel training, Financial Advisor compensation, publications, promotion and other materials relating to the funds, for which a mutual fund company, their distributors and/or advisors may pay compensation from the ongoing fees and operating costs, including a portion of its management fee.

## **How Compensation is Paid to GWN and your Financial Advisor**

GWN and our Financial Advisors receive compensation when clients' invests in the products that we offer. Depending on the type of product or on the available share class, compensation may be a front-end sales charge, a concession from an investment company, ongoing servicing fees known as "trails" (commonly referred to as 12b-1 fees) or a fee if the investment is purchased in a fee-based account through us. The ongoing fees GWN and your Financial Advisor may receive from the investment company as based upon the amount of your investment held with the investment company and are paid in consideration of the ongoing servicing and operation support provided. You should discuss with your Financial Advisor the form of compensation he or she receives. GWN's compensation formula does not favor one investment company over another, and all commission revenue is paid out to the Financial Advisor on the same basis, similar to any commission revenue received by the firm. Our representatives may also directly or indirectly receive additional cash and non-cash compensation. Such support is used for general business and marketing purposes such as seminars, training conferences and entertainment. By signing the last page below, I believe, based on my review of the prospectus, the Mutual Funds Disclosure Statement attached to this form, my conversations with my investment representative, my prior experience, and my financial situation, that this mutual fund purchase meets my investment objectives.

## **Fees**

Custodian shall collect an annual fee of 1 % taken quarterly at a rate of .25 per quarter of all assets held within the Custodial Account on the last business day of the quarter or upon withdrawal from the Custodial Account prior to quarter end. See the 403(b)(7)/Roth 403(b)(7) and IRA Custodial Account Agreements. The Custodian may pay all or a portion of the Custodial fee to an agent performing administrative duties on behalf of the Custodian. Any such fees from a GWN sponsored Custodial Account shall be collected by the Custodian from the amount of any contribution or transfer from available cash of the account or from the liquidation of such assets held in account as are necessary to pay such fees in full. The Custodian is authorized to redeem or liquidate sufficient assets to pay any of the foregoing items. By signing the last page below, I have received the last GWN Sponsored Custodial Account Agreement from either my GWN representative or by going online and obtaining a copy prior to executing the agreement.

## **Client Signature and Acceptance**

Under penalties of perjury, I certify that the information within (including my social security number) is correct. I hereby agree to participate in the Custodial Account offered by the Custodian. I acknowledge receipt of a copy of the plan document under with this Retirement Account is established, a copy of this Account Agreement, and a copy of the Disclosure Statement with respect to this Retirement Account. I direct that all benefits upon my death be paid as indicated within. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a) (5)-1T of the IRS regulations to treat this contribution as a rollover contribution. If I named a beneficiary as a Trust, I understand I must provide certain information concerning such Trust to the Custodian.

## **Customer Account Agreement and Signatures**

I/we are at least 18 years of age and are of full legal age in the state in which I/we reside. I/we acknowledge that this agreement includes a pre-dispute arbitration clause located within this form. I/we acknowledge receiving a copy of this new account form and I/we have had the opportunity to read it and I/we understand it. Furthermore, I/we acknowledge that I/we have read all information on this Client Account Form. I/we have reviewed the terms and conditions of this agreement including all information contained on the reverse side. I/we hereby verify that all the information provided is true and correct and may be relied upon, by GWN, for the purposes of evaluating suitability and sophistication in relation to making securities recommendations. Further, I/we hereby indemnify GWN for any loss, claims or damages, including legal fees, which GWN may incur as a result of any securities recommendations or any securities related violations resulting from GWN's reliance upon the information I/we have provided. I/we acknowledge receipt and my/our responsibility to read the GWN Securities Privacy Notice, Business Continuation Plan, Customer Identification Program and the prospectus of any security which contains information regarding investment objectives, risks and material facts including all sales charges, fees and expenses.

**Account Access**

I understand that I will set up my confidential PIN Code that may be used to obtain confidential information from the Program Internet site. I agree to maintain the confidentiality of that account access information. If my code is misplaced I will request to reset and reissue a new PIN for my account. I release GWN Marketing, GWN Securities and the Custodian and their affiliates, employees and agents from all liability and will indemnify them for any losses, damages or costs (including reasonable attorney's fees) incurred for action in good faith according to the instructions on this form or any amendments to these instructions through the electronic system (internet) provided for to receive instruction on Program transactions. I understand that quarterly statements are only available online and will not be mailed to me. I acknowledge receipt of our firm's Form CRS (Client Relationship Summary), also known as Form ADV Part 3. Form CRS summarizes the types of services we offer to retail investors along with our fees, costs, and conflicts associated with those services. It also provides information on our firm's standard of conduct as a fiduciary, whether our firm or associated persons have disciplinary history, and how to get more information about our firm. You may also find additional information about our firm at our website <http://www.gw:nsecurities.com> and through the Investment Adviser Public Disclosure system at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). As always, we welcome your questions and comments at any time.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Questions to be answered by the Representative**

If the client is establishing a non-qualified account, are the liquid assets noted sufficient for the customer to meet anticipated and unanticipated expenses, including unforeseen health care expenses, over the next 5-7 years? (please explain in detail how the assets are sufficient)

Why is the allocation of funds that you propose suitable given the customer's objectives and risk tolerance?

Why is the mutual fund consistent with the customer's overall objectives, liquidity needs and resources as well as investment horizon?

**I/We have appropriately acted on behalf of my/ our client( s) be reviewing all the points in this disclosure and answering the questions above. I/We believe that we thoroughly understand the product recommended and that the information provide is true and accurate to the best of my/ our knowledge. (If more than one Registered Representative, each must sign, date and legibly print name.)**

\_\_\_\_\_  
Representative Name (please print)

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
RR#

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Home Office Principal Signature

\_\_\_\_\_  
Date (mm/dd/yyyy)



# Retirement Account Transfer Form

## 1. ACCOUNT INFORMATION (PLEASE SUBMIT COPY OF RECENT STATEMENT/CONFIRMATION)

Client First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

SSN/TIN (9 digits): \_\_\_\_\_

Type of account transferring **TO:**

403 (b)    ROTH 403 (b)    ROTH 457(b)    457 (b)    IRA    IRA SEP\*    IRA Simple\*    IRA Roth

Type of account transferring **FROM:**

403 (b)    ROTH 403 (b)    ROTH 457(b)    457 (b)    IRA    IRA SEP\*    IRA Simple\*    IRA Roth

Qualified Other: \_\_\_\_\_

Rollover/Transfer Event: Separation of Service Date: \_\_\_\_\_ 59 ½ Employer Name: \_\_\_\_\_

## 2. RELINQUISHING ACCOUNT INFORMATION

Name of firm holding account: \_\_\_\_\_ Account Number: \_\_\_\_\_

Delivering Firm Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Transfer Instructions:**

- Liquidate and transfer account(s) listed below
- Liquidate and transfer the entire account

**Delivery Instructions:**

Mail all proceeds & make check payable to: (do not withhold any taxes from proceeds)  
**Employee Deposit Account**  
**C/O TRUIST**  
**PO Box 628755, Orlando, FL 32891-8755**

Name of Security	From Acct # Stock Ticker	Shares / Percentage / \$ Amt	Type of Transfer	
			Full or	Partial
			Full or	Partial
			Full or	Partial
			Full or	Partial

I understand that if this transfer is occurring during or after the calendar year during which I attain the age of the current RMD or actively receiving required minimum distributions, then the required minimum amount determined under this plan is still required to be distributed. I further understand that the current Trustee/Custodian is not responsible for making this distribution prior to the transfer. I accept full responsibility for satisfying the required minimum distribution applicable to this plan by withdrawing sufficient amounts from another plan prior to the deadline for receiving minimum distributions for the calendar year of the transfer.

If this transfer leaves the transferor in one year but does not reach the transferee until the following year, I understand that this will be an "outstanding transfer" as of December 31st. The new account must "deem" that the transfer was received as of the prior December 31st for determining any required minimum distribution from the transferee account for the year that the transfer was received I will inform the transferee Trustee/Custodian of any such outstanding transfer.

I authorize the liquidation of the account(s) specified in Section 2, in the amount(s) indicated, and the transfer/rollover of all proceeds to Counsel Trust as successor custodian/trustee. For 403(b) accounts, it is my intention to affect a tax-free exchange to my 403(b) account. I authorize the liquidation of the account(s) specified in the above section in the amount(s) indicated, and the rollover/transfer or conversion of all proceeds to Counsel Trust. I certify that I am eligible to convert any amount designated as a conversion from a non-Roth IRA to a Roth IRA I understand that a conversion is a taxable event, and authorize the present custodian to withhold taxes as indicated in Section 5. If I am converting a Counsel Trust IRA to a Counsel Trust Roth IRA, I instruct and understand that all elections and designations (e.g., investments, beneficiaries, etc.) made under the existing Counsel Trust IRA shall remain in effect upon conversion and any contingent deferred sales charge (CDSC) will be transferred pro-rata to the new Roth IRA.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Counsel Trust accepts its appointment as custodian for the above referenced retirement accounts and requests these assets in accordance with the agreement between the client and the Successor Custodian.

\_\_\_\_\_  
GWN Marketing Inc. Agent for Counsel Trust Transferee Custodian

\_\_\_\_\_  
Signature Guarantee

TPA / Employer Name: \_\_\_\_\_ Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**INVESTOR INFORMATION**

Name of Retirement Investor:

401 (k)	403 (b) ERISA	403 (b) Non-ERISA	457	Pension/DB
Other employer-sponsored plan:				OR IRA ("Account")

**I. EMPLOYMENT STATUS (FOR EMPLOYER PLAN ACCOUNTS ONLY)**

**Currently Employed by Plan Sponsor**

Planning to retire within \_\_\_\_\_ months      Not planning to retire or leave employer for the foreseeable future

**No Longer Employed by Plan Sponsor**

Not Currently Employed      Employed with New Employer

**II. REQUESTED DOCUMENTATION**

To make a recommendation that is in your best interest, it is important to have sufficient information about what is currently available to you in your current Plan or Account and/or your new employer's retirement plan to see how they compare to what is available in another retirement account.

	Provided	Not Provided
Quarterly Statements (4 most recent)		
Annual Participant Fee Disclosure (404(a)(5)) (for employer plans only)		
Summary Plan Description (for employer plans only)		

**III. SUMMARY OF INVESTMENT OPTIONS**

The number and types of investments in an employer-sponsored plan are typically limited by the employer. We need to understand what options are available in your Plan or Account so we can evaluate how well they align with your needs. For employer-sponsored plans, this information can be found in your Annual Participant Fee Disclosure.

Current Plan or Account	New Employer Plan (if applicable)	IRA or New Account Type
Alignment to Retirement Investor needs?	Alignment to Retirement Investor needs?	Alignment to Retirement Investor needs?
High      Medium      Low	High      Medium      Low	High      Medium      Low

**IV. AVAILABLE INVESTMENT SERVICES**

The following investment services may or may not be available in your Plan or Account. Some of these options may be more or less valuable to you; we request this information to help us align our recommendation with your needs.

The following investment services may or may not be available in your Plan or Account. Some of these options may be more or less valuable to you; we request this information to help us align our recommendation with your needs.	Retirement Investor Needs	Current Plan or Account	New Employer Plan (if applicable)	IRA or New Account Type
Ongoing individual account monitoring	High			
	Medium	Yes	Yes	Yes
	Low	No	No	No
	None			

The following investment services may or may not be available in your Plan or Account. Some of these options may be more or less valuable to you; we request this information to help us align our recommendation with your needs.	Retirement Investor Needs	Current Plan or Account	New Employer Plan (if applicable)	IRA or New Account Type
Asset allocation models	High Medium Low None	Yes No	Yes No	Yes No
Ongoing investment advice	High Medium Low None	Yes No	Yes No	Yes No
Discretionary investment management or managed accounts	High Medium Low None	Yes No	Yes No	Yes No
Retirement income and/or financial planning	High Medium Low None	Yes No	Yes No	Yes No

#### V. "ALL-IN" FEE COMPARISON SUMMARY

Employer-sponsored retirement plans and IRAs typically have several types of fees. Evaluating these fees may help us make a recommendation in your best interest.

	Current Plan or Account	New Employer Plan (if applicable)	IRA or New Account Type
<b>Investments:</b> Range of fees charged against investments (i.e., operating expense)			
<b>Investment Services:</b> Investment advice or management fees (if applicable)			
<b>Administrative:</b> Fees deducted from individual account (i.e., recordkeeping, plan-level advice, custody, trading costs or commissions, etc.)			
<b>Total:</b>			

#### VI. ADDITIONAL FACTORS BEYOND INVESTMENTS, SERVICES & FEES

When advising you on whether to roll over, transfer assets from one account to another or change account types, we need to understand how important the following additional factors are to you.

	Retirement Investor Needs	Best Alignment to Needs
<b>Tax considerations.</b> There are important tax considerations when evaluating whether to roll over or transfer a plan account or IRA, including: application of RMDs, additional 10% tax for early distributions, Roth tax treatment, employer stock taxation, and more.	High Medium Low None	Current Plan or Account New plan Employer IRA or New Account Type

	Retirement Investor Needs	Best Alignment to Needs
<b>Beneficiary considerations.</b> Federal law requires spousal consent before naming non-spouse beneficiaries on 401(k) accounts, but some states do not. Additionally, some plans may require an account to be cashed out upon death, whereas IRAs typically provide more flexibility to heirs in terms of taking RMDs.	High Medium Low None	Current Plan or Account New plan Employer IRA or New Account Type
<b>Guaranteed income and/or guaranteed interest rate.</b> Access to guaranteed income and/or interest rate guarantees may be valuable to help you manage income and/or investment risk. If either of those guarantees is important, determine what is available in each plan or account, and compare them to your needs and objectives.	High Medium Low None	Current Plan or Account New plan Employer IRA or New Account Type
<b>Distribution options.</b> Some plans or accounts may offer a wide range of distribution options while others may offer more limited options. Identify your needs regarding taking distributions, and determine which plan or account is best aligned with your needs and objectives.	High Medium Low None	Current Plan or Account New plan Employer IRA or New Account Type
<b>Control of account.</b> Employers decide if/when/how to change plans they sponsor, not individual participants. IRA decisions are made by the individual account holder, not the employer.	High Medium Low None	Current Plan or Account New plan Employer IRA or New Account Type
<b>Consolidation of accounts.</b> Not all employer-sponsored plans permit rollovers from other plans; rolling over to IRA may enable you to consolidate a number of individual accounts. Transferring multiple IRAs to one IRA can also help you consolidate accounts.	High Medium Low None	Current Plan or Account New plan Employer IRA or New Account Type
<b>Creditor and/or legal protection.</b> Some employer-sponsored plans have federal protection from creditors. IRAs are protected by state laws that vary from state to state.	High Medium Low None	Current Plan or Account New plan Employer IRA or New Account Type
<b>Desire to sever relationship with former employer.</b> You may no longer wish to have contact with your former employer; if so, you may prefer rolling over your balance to a new plan (if available) or an IRA.	High Medium Low None	Current Plan or Account New plan Employer IRA or New Account Type
Other (please describe): <hr/> <hr/>	High Medium Low None	Current Plan or Account New plan Employer IRA or New Account Type

## VII. SPECIAL DISCLOSURE FOR ROLLOVERS FROM A PLAN TO AN IRA (IF APPLICABLE)

You (the individual identified above) are currently a participant in the retirement plan named above (the "Plan"). After considering your tax-deferred options including: (i) staying in the Plan; (ii) rolling over your Plan account into a new employer's retirement plan (if applicable); or (iii) rolling over your Plan account to an Individual Retirement Account ("IRA"), you have informed us that you wish to take a distribution from the Plan and/or roll over your Plan account.

Any arrangement to reinvest your Plan account to an IRA will be part of a separate agreement between you and our financial institution. This is an important decision, and we want to make you aware of factors that might influence your choices. Some of these factors include:

1. You are not required to roll over your Plan account. You may keep it in the Plan or roll it over to a new employer plan (if available);
2. You enjoy certain benefits by keeping your assets in the Plan that may be lost if your Plan assets are transferred to an IRA. For example, your Plan may have unique investment products or lower investment-related fees that may not be available to your IRA and/or your Plan may offer additional services not available in your IRA;
3. Your Plan may not charge fees associated with account opening, annual maintenance, account closing, brokerage commissions, management fees and other administrative and/or investment-related expenses;
4. Limited or delayed options for taking withdrawals or distributions, including the timing of minimum distributions required by the IRS, may be more favorable in your Plan; and
5. Protection from creditors for your assets in the Plan may be greater than in your IRA, as the latter will depend upon the laws of your particular state.

A broad array of options for investing the proceeds of your Plan account exist in the marketplace and are available to you from a wide variety of providers. You are free to invest your savings with whomever you choose. If you invest your IRA assets with us, you may pay higher fees than the fees associated with remaining in the Plan or rolling your Plan account into your new employer's retirement plan (if applicable).

**VIII. RETIREMENT INVESTOR ATTESTATION**

By signing below, you hereby acknowledge that you understand your retirement account options and considered them carefully before making your decision to roll over or transfer assets from your current account to the new account. Specifically, you represent that you:

- Understand you have other options to preserve the tax-deferred status of your retirement account, including: i) remaining in your current account; ii) rolling over your account into a new employer's plan (if applicable); and/or rolling over or transferring to a new account or account type;
- Understand that, in the event we do not earn any compensation relating to your current retirement account, or if we receive less compensation if your assets were to remain in that account without any changes to the account or account type, and if we will receive more compensation as a result of your decision to roll over, transfer or change your account, we have a conflict of interest;
- Were presented with sufficient opportunities to ask questions and that your decision to roll over or transfer assets from your retirement account or change account types was your independent decision;
- Acknowledge the information documented above concerning your "Retirement Investor Needs" accurately reflects the relative importance of each factor to you;
- Used your best efforts to obtain the Requested Documentation described in Section II above, which we explained is necessary for us to make an apples-to-apples comparison of your options, and acknowledge that you are solely responsible for the consequences of failing to provide such information;
- In the event you were unwilling to provide the Requested Documentation relating to your Plan account, if applicable, you authorized us to make a reasonable estimation of expenses, asset values, risk, and returns based upon publicly available alternative data sources (i.e., your Plan's most recent Form 5500 or reliable benchmarks on typical fees and expenses for the type and size of your Plan) and that you recognize the limitations associated with using such information;
- Understand any information we provided to you, including a recommendation to roll over or transfer your retirement account, is unrelated to any services we may provide to your employer; and
- Acknowledge any arrangement to invest your new account will be accompanied by a new contract and disclosures that will contain information about how we will be compensated.

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money, as described above, creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours.

\_\_\_\_\_  
 Signature Printed Name Date (dd/mm/yyyy)

Recommendation	
Remain invested in Current Plan	
Rollover to new Employer Plan	
Rollover from Plan to IRA	
Rollover or transfer Account to new IRA	
Rollover Account to Employer Plan	
Change Account type (e.g., commission- to fee-based)	



# Mutual Funds Disclosure Statement

## BREAKPOINT DISCLOSURE STATEMENT

Before investing in mutual funds, it is important that you understand the sales charges, expenses, and management fees that you will be charged, as well as the breakpoint discounts to which you may be entitled. Sales charges, expenses, management fees, and breakpoint discounts vary from mutual fund to mutual fund. Understanding the availability of breakpoint discounts is important because it may allow you to purchase Class A shares at a lower price. The availability of breakpoint discounts may save you money and may also affect your decision regarding the appropriate share class in which to invest. You should discuss the availability of breakpoint discounts with your investment representative and carefully review the mutual fund prospectus and its statement of additional information, when deciding among the share classes offered by a mutual fund.

## SALES CHARGES

Most mutual funds offer different share classes. Although each share class represents a similar interest in the mutual fund's portfolio, the mutual fund will charge you different fees and expenses depending upon your choice of share class. Class A shares carry a "front-end" sales charge or "load" that is deducted from your investment at the time you buy shares. This sales charge is a percentage of your total purchase. Many mutual funds offer volume discounts, which are called "breakpoint discounts." In contrast, Class Band C shares usually do not carry any front-end sales charges.

Instead, investors that purchase Class B or C shares pay asset-based fees, which may be higher than the charges associated with Class A shares over the length of the investment. Investors that purchase Class Band C shares may also be required to pay a contingent deferred sales charge when shares are sold.

## Breakpoint Discounts

Investors have a variety of ways to qualify for breakpoint discounts on the sales charge associated with the purchase of Class A shares. Most mutual funds provide breakpoint discounts to investors who make large purchases. Mutual fund prospectuses illustrate the available breakpoint discounts and the investment levels at which breakpoint discounts apply. Additionally, most mutual funds allow investors to qualify for breakpoint discounts based on current holdings from prior purchases through "Rights of Accumulation," and future purchases, based on "Letters of Intent."

- Many mutual funds allow investors to consolidate the value of previous purchases of the same fund, or another fund within the same fund family, with the value of the current purchase to qualify for breakpoint discounts. If you have accounts at other broker-dealers and wish to take advantage of the balances in these accounts to qualify, for a breakpoint discount, you must advise your investment representative about those balances. You may need to provide documentation establishing the holdings in those other accounts to your investment representative, if you wish to rely upon balances in accounts at another firm. In addition, many mutual funds allow investors to consolidate the value of holdings in accounts of certain related parties, such as spouses or children, to qualify for breakpoint discounts. Each mutual fund has different rules that govern when relatives may rely upon each other's holdings to qualify for breakpoint discounts.
- Most mutual funds allow investors to qualify for breakpoint discounts by signing a Letter of Intent, which commits the investor to purchasing a specified amount of Class A shares within a defined period of time, usually 13 months. For example, if an investor plans to purchase \$50,000 worth of Class A shares over a period of 13 months, but each individual purchase would not qualify for a breakpoint discount, the investor could sign a Letter of Intent at the time of the first purchase and receive the breakpoint discount associated with \$50,000 investments on the first and all subsequent purchases. However, if an investor fails to invest the amount required by the Letter of Intent during the specified time period, the fund will retroactively deduct the correct sales charges based upon the amount that the investor actually invested.

## Understanding Mutual Fund Prospectus

The mutual fund prospectus came into being as a result of Federal legislation enacted following the stock market crash of 1929. The prospectus is a legal document filed with the Securities and Exchange Commission by the issuer of a security. It is designed to provide the investor with sufficient information, in writing, which would allow them to make a fully informed buying decision.

There are certain things you should look for in a prospectus prior to making any investment. The layout of most prospectus documents is fairly standardized to make them easy to use. Once you do this a time or two, you will be comfortable with the layout and will be able to move through it quickly. The main point here is that it is your money and you need to have this information. Knowledge is power.

- Name of fund and date of the prospectus, on the cover usually along with required cover and disclaimer statements (be sure to check the date to be certain that it is the most current version of the document).
- Statement of the Investment Objectives - There are basically three broad fund objectives, which you will likely see: protecting the value of the original investment; providing stream of interest or dividend income; capital growth. This section will also detail the type of investments fund will invest in to achieve its stated goal.
- Investment Risks - Given the historical perspective above, you will likely find that this language is cast very negatively. Read this section carefully. If you do not understand the risks you are taking, request additional information.
- Fees and Expenses - If entering a fee-based relationship, these fees are on top of your account fees. Here you will find examples that will allow you to compare the costs of investing in different classes of the fund and the costs of investing in other funds. The terms of each share class will likely be set forth in this section. Pay particular attention to the investment levels that will provide a breakpoint.
- The Fund's Management - This section provides the name and address of the fund's investment advisor and portfolio managers. This section will include a discussion of the fees, which are being charged to the fund for their services.
- Operational Issues - Again, here pay particular attention as this section will contain discussions regarding your rights as a shareholder, the terms and conditions under which you may buy, sell or exchange your shares, and how the price will be determined. In addition to issuing the prospectus and keeping it current, the SEC requires all issuers to provide shareholders with periodic reports regarding how the fund or company is doing and what is happening to its investors. Additionally, as an investor you should receive a yearly statement detailing the federal tax status of your earnings from the issuer or from your broker dealer. Dividends and Capital Gains are treated as if the investors had bought the underlying securities themselves.

## DEFINITION OF TERMS

### Risk Tolerance Terms

**Conservative** - For investors who seek current income and stability and are less concerned about growth. Wanting to preserve initial principal, with minimal risk, even if that means the account does not generate significant income or returns and may not keep up with inflation.

**Moderately Conservative** - For investors who seek current income and stability, with modest potential for increase in the value of their investments. Willing to accept low risk to initial principal, including low volatility, to seek a modest level of portfolio returns.

**Moderate** - For long-term investors who don't need current income and want some good growth potential. Likely to entail some fluctuations in value but presents less volatility than the overall equity market. Willing to accept some risk to initial principal and tolerate some volatility to seek higher returns, and understand could lose a portion of the money invested.

**Moderately Aggressive** - For long-term investors who want good growth potential and don't need current income. Entails a fair amount of volatility, but not as much as a portfolio invested exclusively in equities. Willing to accept high risk with initial principal, including high volatility, to seek high returns over time, and understand could lose a substantial amount of the money invested.

**Aggressive** - For long-term investors who want high growth potential and don't need current income. May entail substantial year-to-year volatility in value in exchange for potentially high long-term returns.

**Speculative** - Willing to accept maximum risk to initial principal to aggressively seek maximum returns and understand could lose most or all money invested.

### Investment Categories

- **Large Cap (Company) Equity** - Refers to equity investments in companies with a market capitalization value of more than \$10 billion. Large Cap is an abbreviation of the term "large market capitalization."
- **Mid Cap (Company) Equity** - Refers to equity investments in companies with a market capitalization between \$2 and \$10 billion. Mid Cap is an abbreviation for the term "middle capitalization."
- **Small Cap (Company) Equity** - Refers to equity investments in companies with a relatively small market capitalization between \$300 million and 52 billion. Small Cap is an abbreviation for the term "small capitalization."
- **International Equity** - Refers to equity investments in companies based in countries other than the United States. International equity investments can include exposure to foreign currency as well.
- **Fixed Income** - Refers to investments that pay a constant rate of return.
- **Cash or Equivalent** - Refers to investments held in cash or cash equivalents, such as money market funds.

## AGREEMENT TO ARBITRATE

The undersigned and GWN Securities, Inc. each agree that ALL CLAIMS OR CONTROVERSIES, and any related issues which may arise at any time between us (including GWN Securities' representatives, directors, officers, employees and agents) concerning any transaction or order; the conduct of GWN Securities or its registered representatives, directors, officers, employees, and agents; the construction, performance or breach of this or any other agreement between us, whether entered into prior to, on, or subsequent to the date hereof; the breach of any common law or statutory duty; or the violation of any federal or state securities law, or any other federal or state law of any nature SHALL BE SUBMITTED AND RESOLVED BY ARBITRATION rather than by lawsuit in a court of law or equity.

Any arbitration pursuant to this agreement shall be in accordance with and governed by, a mutually acceptable arbitral forum but in the absence of such agreement, then the Code of Arbitration Procedure of the Financial Industry Regulatory Authority, as then in effect. The award of the arbitrators, or of the majority of them, shall be final and binding, and Judgment upon the award rendered may be entered in any federal or state court having 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 who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) 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.

## JURISDICTION OF ARBITRATION

It is agreed and fully understood that:

1. GWN Securities is a Broker Dealer and a member of the Financial Industry Regulatory Authority (FINRA) and the Security Investment Protection Corporation (SIPC).
2. GWN Securities operates on a fully disclosed basis and as such does not hold customer accounts or securities. Therefore, no investor's checks should be made payable to GWN Securities, or any registered representative of said company, or any related entity of registered representative.
3. GWN Securities is not owned, controlled, or has shares in its own account in any investment company or insurance company.
4. The sole responsibility of the investment management decisions of the Investment Company will reside with the Investment Company utilized. GWN Securities does not use any influence directly or indirectly on the investment management of those funds. Therefore, the management decisions of Investment Company(s) or Direct Participation Program(s) are the sole responsibility of the said company.
5. It is agreed that any dispute arising from any Securities or Financial Planning activities between you and GWN Securities or its Representatives shall be subject to binding arbitration. It should be understood:

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE.**

**By signing an arbitration agreement the parties agree as follows:**

1. 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.
2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify, an arbitration award is very limited.
3. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
4. The arbitrators do not have to explain the reason(s) for their award.
5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
6. 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.
7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.
8. 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 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.

**PURPOSE OF CERTIFICATION**

You must furnish your taxpayer identification number ("TIN") to the payer of interest, dividends, and certain other payment (including broker and barter exchange transactions) so that you will not be subject to the 31% backup withholding that first went into effect on January 1, 1984. The current rates of backup withholding are as follows: January 1, 2002 through December 31, 2003 - the backup-withholding rate will be reduced to 30%. January 1, 2004 through December 31, 2005- the backup-withholding rate will be reduced to 29%. January 1, 2006 through December 31, 2010- the backup-withholding rate will be reduced to 28%. You may use the payers form (a substitute for form W-9) to report and certify your TIN to the payer, to certify, that you are not subject to backup withholding because of under-reporting of interest and dividends on your tax return, or to claim exemption from back-up withholding if you are an exempt payee. If you do not properly do so, the payer may be required to withhold (at the applicable rate) from payments made to you.





# Customer Privacy Notice

At GWN Securities, Inc. ("GWN") we understand that the privacy and security of the personal and account information that you have entrusted to use and to our independent associates with whom you have chosen to do business is of utmost importance. We value the opportunity to serve you, and we are obligated to honor that relationship with care. For that reason, GWN and its affiliate company, GWN Marketing, Inc., adhere to confidentiality standards that are designed to protect your personal information. We believe that your privacy should not be compromised. At the same time we want our independent associates to offer you the array of financial products and services you need to accomplish your financial goals. We believe we can do both through the policy outlined below.

## Protecting Your Information

When you establish a relationship with an independent GWN Advisor and purchase financial and investment products and services through GWN, you are asked to share personal and financial information used to help in the assessment and attainment of your financial goals. In that relationship, independent GWN advisors will use the information to assist you in identifying the services and products you may want or need, to meet changing needs, and to identify constantly developing new products and services that may be of interest to you. GWN may also want to contact you to review your currently information and status in order to assure that both we and our independent associates can serve you better. The information you share with us is important to you, and you can expect that we will protect the privacy and use of your private personal and financial information. At GWN, we are committed to protecting the privacy of the information we collect, use, and share about you.

GWN has taken the appropriate methods that require the disposal of consumer report information so that the information cannot practically be read or reconstructed.

## Our Disclosure of Your Information

So that you may be better served, GWN and its independent associates may share information about you with non-affiliated financial institutions, such as banks, clearing firms or custodians, who perform services on our behalf or when necessary for the performance of our services. These non-affiliated financial institutions are bound by obligations of confidentiality not to disclose any information provided by GWN or any independent GWN advisor about you and may not use such information for any purposes other than the performance of the particular service involved. We also may disclose information about you to non-affiliated third parties as permitted by law, for example to process a financial product or service that you have authorized. We also may share your information with regulators and law enforcement organizations, or in response to a subpoena or discovery request, as permitted or required by law.

In this way we can also make available new products and services. Our employees have access to your information only when it is necessary for them to assist you or your independent GWN advisor in the completion of transactions or in the offer and sale of additional products and services. All of our employees are strictly held to this privacy policy, and each of our independent associates confirms his or her undertaking to be strictly bound by it. We employ physical and electronic safeguards to protect your non-public personal information. We do not sell, share, or disclose your nonpublic personal information to unaffiliated third-party marketing companies.

If the GWN advisor servicing your account(s) leaves GWN to join another broker/dealer, the GWN advisor may retain copies of your personal information so that he or she can continue to serve you at the new firm. In doing so, your representative may share your information with the new firm, but is otherwise required to keep confidential the personal information obtained from you while the associate was affiliated with GWN, and he or she may only use it to service your account(s). Should your GWN advisor decide to leave GWN for another broker/dealer, we will notify you at that time in writing so that you may determine whether to opt out or opt in\* to allow your advisor to take your information to the new firm.

\*If you reside in the state of Alaska, California, Illinois, Maine, Massachusetts, Missouri, New Hampshire, North Dakota or Vermont, we are required to obtain your written approval to allow your advisor to take your information to a new firm.

## Internet Privacy Protection Policy

Effective Date: August 1, 2004. We are committed to protecting your privacy. Our website is a great way to find out more about our services, access informative articles and financial information. We will not collect any personal, identifiable information without your knowledge.

Identifiable information can be broken up into two categories, personal and non-personal information.

## Non-Personal Information

Our site may create a temporary data file commonly known as a cookie. It may also track the areas of our website that you visit. We may collect information regarding the internet provider from which you are connecting to our site, such as AOL or MSN. We may also track the website from which you linked to our site. This information is used statistically and not to identify individuals.

## Personal Information

You can visit the site and remain anonymous by not providing any personal information. However, you may choose to share this information by completing applications, online forms or requesting that we contact you. Personal information includes, but is not limited to name, address, phone number and email address.

When using secure areas of this website to provide or access your personal information, the information is encrypted, making it indecipherable to third parties. Your browser will indicate that you are in a secure area by displaying a locked padlock in the bottom of the screen. Internet connections cannot be guaranteed to be 100% secure. We have taken all reasonable measures to protect the information entered and accessed on the website. However, we cannot be liable for unintentional disclosure of information.

## Keeping Information Current

GWN and its independent associates are committed to keeping your non-public personal and financial information secure, accurate and current. You should provide your independent GWN advisor with any updates and changes to your personal information.

## Changes and Updates to Privacy Policy

By effecting transactions through GWN you consent to the collection and use of personal information as described in this Privacy Policy. This policy reflects GWN's current business practices, and is subject to change and update. In the event of a change, a revised policy will be sent to you or otherwise made available through your independent GWN advisor.



## Customer Identification Program Notice

### IMPORTANT INFORMATION YOU NEED TO KNOW ABOUT OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. This Notice answers some questions about your GWN's Customer Identification Program.

#### What types of information will I need to provide?

When you open an account, GWN is required to collect information such as the following from you:

- Your name
- Date of birth
- Address
- Identification number:
  1. U.S. Citizen: taxpayer identification number (social security number or employer identification number)
  2. Non-U.S. Citizen: taxpayer identification number, passport number, and country of issuance, alien identification card number,or
  3. Government-issued identification showing nationality, residence, and a photograph of you.

You will also need to show your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government- issued business license, a partnership agreement, or a trust agreement. U.S. Department of the Treasury, Securities and Exchange Commission, FINRA, and New York Stock Exchange rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives, and risk tolerance.

#### What happens if I don't provide the information requested or my identity can't be verified?

GWN may not be able to open an account or carry out transactions for you. If GWN has already opened an account for you, they may have to close it.

We thank you for your patience and hope that you will support the financial industry's efforts to deny terrorists and money launderers access to America's financial system.

GWN Securities Inc. is registered with the Securities and Exchange Commission (SEC) as both a broker-dealer and an investment adviser and is a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC). Brokerage and investment advisory services and fees differ and it is important for you, our client, to understand the differences. Additionally, free and simple tools are available to research firms and financial professionals at <https://www.investor.gov/CRS>, which also provides educational materials about broker-dealers, investment advisers, and investing.

### What investment services and advice can you provide me?

We provide both brokerage and investment advisory services to clients. We've summarized below the main types of services that we offer and their key features:

#### **BROKERAGE (COMMISSION-BASED)**

As a broker-dealer, our primary service is buying and selling securities for your account. The brokerage programs we offer include non-discretionary services with an assigned Financial Professional who can offer recommendations to buy or sell securities but you must approve each transaction prior to execution.

In most cases, we provide recommendations to you on specific investments, but you make the final investment decisions for your account.

One of our obligations to you when providing brokerage services is that we must act in your best interest and not place our interests ahead of yours when we recommend an investment or an investment strategy involving securities. Additionally, when we provide any services to you, we must treat you fairly and comply with a number of specific obligations. However, our interest can conflict with your interests. When we provide recommendations, we must eliminate, mitigate or inform you of these conflicts, depending on the nature of the conflict.

**Account Monitoring:** We are not required to monitor your portfolio or investments on an ongoing basis. We may voluntarily, and without any agreement with you, review the holdings in your account for the purposes of determining whether to provide you with a recommendation. This voluntary review is not considered to be "account monitoring", and does not create an implied agreement with you to monitor your account.

**Account Minimums:** Other than limited exceptions related to particular client-types, we generally do not require a minimum account size to open a brokerage account. Some securities also have investment minimums.

**Limited Investment Offerings:** We offer and make recommendations on non-proprietary products. We do not offer or make recommendations on all products of any particular type; we do not offer or make recommendations on all mutual funds, or make available all shares classes of the offered mutual funds.

#### **INVESTMENT ADVISORY (FEE-BASED)**

The investment advisory programs we offer include Managed Account Programs. We or another firm, manage investments in your account. All firm managed programs are discretionary whereby we will decide which investments to buy or sell for your account. We have discretion to select, retain or replace third-party managers to manage your accounts. We do not permit clients to impose any restrictions on a grant of discretionary authority, unless the client is participating in either the Total Access Program or Premier Choice Program. To impose such restrictions, the restriction must be included in the client agreement or otherwise be submitted to us in writing.

We also offer **Financial Planning** where your financial professional helps you develop a detailed strategy or financial plan intended to achieve your financial objectives.

**Account Monitoring:** We and your financial professional monitor advisory accounts on an ongoing basis to ensure your allocations are in alignment. We will also conduct account reviews at least annually.

**Account Minimums:** Most advisory programs have minimum account size requirements.

**Limited Investment Offerings:** We provide advice on non-proprietary products. Depending on your choice of account type, strategy and model, you may receive advice with respect to a broad range of investments, or you may receive advice regarding a limited range of investments. For example, we do not make all mutual funds available for use in advisory programs and may limit the offered mutual funds to a single share class.

For additional information regarding our brokerage services, fees and other disclosures please see our website at <http://www.gwnsecurities.com>. Detailed information regarding our investment advisory services, fees and other disclosures can be found in our Form ADV Part V, Items 4, 5, 7, and 8 by clicking this link <https://adviserinfo.sec.gov/firm/brochure/128929>.

## Key Questions to Ask Your Financial Professional

- **Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or Why Not?**
- **How will you choose investments to recommend to me?**
- **What is your relevant experience, including your licenses, education and other qualifications?**
- **What do these qualifications mean?**

## What fees will I pay?

### Fees Associated with Brokerage Services

For brokerage services, we charge a transaction-based fee (sometimes referred to as a commission) every time you buy or sell an investment. The amount you pay as a transaction-based fee varies according to the particular investment and amount invested. The more trades you make, the more transaction-based fees we earn. This creates an incentive to encourage you to trade often.

For investments in stocks or ETFs, the transaction-based fee is usually charged as a separate commission or sales charge. For investments in bonds, this fee is typically included as part of the price you pay for the investment (called a markup or markdown)

For investments in certain products like mutual funds and annuities, we receive transaction-based fees from investment product sponsor in the form of asset-based sales charges (e.g. sales loads). These fees are based on the amount invested in a product and, depending on the product, may be based on how long you hold the investment. Our receipt of asset-based sales loads creates an incentive to recommend products or sponsors that include such charges.

See the Brokerage Services link on our website <https://gwnsecurities.com/Home/CRS>

### Fees Associated with Investment Advisory Accounts

The following summarizes the principal fees and costs associated with engaging our firm for investment advisory services. For detailed information, refer to our Form ADV Part 2A, Items 5 and 6 by clicking this link

<https://adviserinfo.sec.gov/firm/brochure/128929>.

- **Asset Based Fees** - Our Managed Account Programs are either payable on a monthly or quarterly basis. Our Total Access Program is payable in arrears. Since the fees we receive are asset-based (i.e. based on the value of your account), we have an incentive to increase your account value which creates a conflict, especially for those accounts holding illiquid or hard-to-value assets;
- **Hourly Fees** - We generally require 1 /2 of the estimated fee be paid upon executing the Advisory Agreement and the remaining balance to be paid upon completion of the services.
- **Fixed Fees** - We generally require 1 /2 of the fee be paid upon executing the Advisory Agreement and the remaining balance to be paid upon completion of the services.
- **Commissions** - Since we are also a broker-dealer, we will receive customary commissions.
- **Other Advisory Fees** - You will pay advisory fees charged by third party investment advisers, which are separate and in addition to our fees. Additional Fees - Clients pay the following additional fees and/ or expenses: mutual fund/ ETF fees, brokerage fees, account maintenance fees, and transaction charges. If you purchase a variable annuity, you will pay fees related to variable annuities, including surrender charges.
- **Additional Fees** - Clients pay the following additional fees and/ or expenses: mutual fund/ ETF fees, brokerage fees, account maintenance fees, and transaction charges. If you purchase a variable annuity, you will pay fees related to variable annuities, including surrender charges.

Examples of the most common fees and costs applicable to our clients are:

- Custodian fees and Account maintenance fees;
- Fees related to mutual funds and exchange-traded funds;
- Transaction charges when purchasing or selling securities; and
- Other product-level fees associated with your investments.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. For additional information about our fees and charges, please see our website at <http://www.gwnsecurities.com>.

### Key Questions to Ask Your Financial Professional

**Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?**

**What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

*When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means.*

**Compensation from Third Parties:** Individuals associated with our firm receive compensation in the form of transaction-based compensation, fee sharing arrangements, reimbursements, and non-cash compensation from third parties.

**Revenue Sharing:** In addition to the third-party payments discussed above, we may retain a portion of the advisory fees paid by you for our advisory services and may also share in the advisory fee (a solicitor fee) paid by you to outside advisory services. These payments create an incentive for us to select or recommend those investment managers and service providers for your advisory account assets and to encourage you to increase the amount of assets in your account.

**Third-Party Payments:** Persons providing advice on behalf of our firm are registered representatives with a broker-dealer and/ or licensed as independent insurance agents. These persons receive compensation in connection with the purchase and sale of securities, other investment products, and/ or insurance products. Compensation earned by these persons is separate and in addition to our advisory fees. This practice presents a conflict of interest because they have an incentive to recommend investment and/ or insurance products to you based on the compensation received, rather than solely based on your needs.

For additional information about our compensation, please see our website at <http://www.gwnsecurities.com>. For additional information about our conflicts of interest and to help you understand what conflicts exist, refer to our Form ADV Part 2A by clicking this link: <https://adviserinfo.sec.gov/firm/brochure/128929>.

## Key Questions to Ask Your Financial Professional

**How might your conflicts of interest affect me, and how will you address them?**

### How do your financial professionals make money?

The financial professionals servicing your account(s) can offer various types of brokerage and advisory programs, platforms and services, and can earn more or less if a certain type of services, program or platform is recommended. They are also compensated in a variety of ways and the compensation can be based on factors such as: the amount of client assets they service; the time and complexity required to meet a client's needs; the product sold (i.e. differential compensation); product sales commissions; or revenue we earn from the financial professionals advisory services recommendations.

In their day-to-day business, it is not uncommon for our financial professionals to face decisions about whether a particular action or circumstance constitutes a conflict of interest. While many conflicts can be avoided, there are some conflicts that are unavoidable. Since our financial professionals are compensated for the services they provide, this presents an inherent conflict of interest.

Our financial professionals are compensated in the following ways: salary, bonus, product sales commissions, and/ or non-cash compensation in the form of reimbursements for marketing expenses and business development costs, as well as invitations to conferences and due diligence meetings where travel-related costs, expenses, meals and entertainment are paid for or subsidized by the investment product providers. This additional compensation presents a conflict of interest because it provides a financial incentive for your financial professional to recommend particular investment products that offer additional compensation over those that do not.

### Do you or your financial professionals have legal or disciplinary history?

Yes. These events are disclosed in our Form ADV or the specific individual's Form U4 and/ or ADV 2B. These documents can be found by going to <https://www.investor.gov/CRS>.

## Key Questions to Ask Your Financial Professional

**As a financial professional, do you have any disciplinary history? For what type of conduct?**

You can find additional information about your investment advisory services and request a copy of the relationship summary by calling our office at 561-472-2710 or by clicking the following link: <https://adviserinfo.sec.gov/firm/brochure/128929>.

## Key Questions to Ask Your Financial Professional

- **Who is my primary contact person?**
- **Is he or she a representative of an investment adviser or a broker-dealer?**
- **Who can I talk to if I have concerns about how this person is treating me?**

### Document URLs

Investor.gov/CRS

<https://www.investor.gov/CRS>

GWN Securities Form ADV Part 2A

<https://gwnsecurities.com/FormAdv>

GWN Disclosures and Conflict of Interest

<https://gwnsecurities.com/Disclosures>