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| Colorado_Financial_Service_Corporation_PNG | **DIRECT APPLICATION NEW ACCOUNT FORM****(Non-Institutional Account)** |
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| **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. *WHAT THIS MEANS FOR YOU: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.*  |
| **SECTION 1.** | **ACCOUNT TYPE** |
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| **SECTION 2.** | **ACCOUNT REGISTRATION** |
|  |  |  |  |
| 1. Account Title Registration: |  |  EIN if Applicable: |
|  | ***In the case of a joint account, the account record must include personal information for each joint owner who is a natural person; however, financial information for the individual joint owners may be combined.*** |
|  |
| 2. Mailing Address: |  |
|  |
| 3. Physical Address: |  |
|  |  |
| 4. Daytime Phone Number: |  | 5. Evening Phone: |  | 6. Fax Number: |  |
|  |  |  |  |
| 7. How Was Account Acquired:  |  | 8. Bank Reference: |  |
|  |  |  |
| **SECTION 3.** | **ACCOUNT OWNERSHIP *(USE PAGE 6 OF THIS DOCUMENT TO ADD ADDITIONAL ACCOUNT OWNERS)*** |
|  |
| **1. PRIMARY OWNER/ENTITY:** |  |
|  *(Name of individual, business, partnership, trust or third party trustee information)* |
|  |  |
| 2. Birth Date: |  | 3. Number of Dependents: |  | 4. Tax ID Number: |  |
|  |
| 5. Country of Citizenship:  |  |  |  |  |  |
| 6. Identification Type: |  |  |  |  |
|  |  |  |  |
|  |
| 7. ID Number: |  | 8. ID Issue Date: |  | 9. ID Expiration Date: |  |
|  |
| 10. Country of Issue: |  | 11. Issuing State: |  | 12. Issuing Agency: |  |
|  |
| 13. Employer: |  | 14. Position/Occupation: |  |  15. Years: |  |
|  |  |  |
| 16. Employment Address: |  |
|  |  |
| 17. Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings and dependents: |
|  | **(a)** Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, or branch manager, registered representative or other associated person of a broker-dealer firm) or a financial services regulatory agency?  |
|  |  |  |  |
|  |  | *(If the entity requires its approval for you to open this account, please provide a copy of the required authorization letter with this application.)* |
|  | * Name of Entity(ies):
 |  |
|  | * Entity Types:
 |  |  |  |
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|  |  |
|  | **(b)** An officer, director or 10% (or more) shareholder in a publicly-owned company?  |
|  |  |  |  |  |
| **(c)** A senior military, governmental or political official in a Non-US country?  |
|  |  |  |  |  |
|  |
| **1. JOINT OWNER:** |  |
|  *(Name of individual, business, partnership, trust or third party trustee information)* |
|  |
| 2. Birth Date: |  | 3. Number of Dependents: |  | 4. Tax ID Number: |  |
|  |
| 5. Country of Citizenship:  |  |  |  |  |  |
| 6. Identification Type: |  |  |  |  |
|  |  |  |
|  |
| 7. ID Number: |  | 8. ID Issue Date: |  | 9. ID Expiration Date: |  |
|  |  |  |  |  |  |
| 10. Country of Issue: |  | 11. Issuing State: |  | 12. Issuing Agency: |  |
|  |  |  |  |  |  |
| 13. Employer: |  | 14. Position/Occupation: |  | 15. Years: |  |
|  |
| 16. Employment Address: |  |
| 17. Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings and dependents: |
|  | **(a)** Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, or branch manager, registered representative or other associated person of a broker-dealer firm) or a financial services regulatory agency?  |
|  |  |  |  |
|  | *(If the entity requires its approval for you to open this account, please provide a copy of the required authorization letter with this application.)* |
|  | * Name of Entity(ies):
 |  |
|  | * Entity Types:
 |  |  |  |
|  |  |
|  |
|  | **(b)** An officer, director or 10% (or more) shareholder in a publicly-owned company?  |
|  |  |  |  |  |
|  | **(c)** A senior military, governmental or political official in a Non-US country?  |
|  |  |  |  |  |
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| **SECTION 4.** | **FINANCIAL DATA AND EXPERIENCE** |
|  |
| 1. What is your total annual income? | 2. What is your Net Worth**\***? | 3. What is your Liquid Net Worth**\*\***?  | *\*Net Worth is exclusive of your home.* *\*\*Liquid Net Worth is your Net Worth minus assets that cannot be converted quickly and easily into cash* |
| **$** | **$** | **$** |
|  |  |  |
|  |
| 4. What is your Federal Tax Rate: (indicate highest marginal) |  |  |  |  |  |
|  |
| 5. |  | **OR** |  |
|  |
|  | a. OTC Stocks: () Years | b. Mutual Funds: () Years | c. Options: () Years | d. Bonds: () Years |
|  | e. Use of Margin: () Years | f. Partnership: () Years | g. Real Estate: () Years | h. Collectibles: () Years |
|  | i. Private Placements: () Years | j. Other (describe): (), () Years h. 1031 Exchange: () Years |
|  |  |
| 6. Source of the Funds: |  |
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| **SECTION 5.** | **INVESTMENT OBJECTIVES** |
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| Select and INITIAL the one that most accurately reflects the goals and investment objective for this account. The investment objectives are overall objectives for the entire account and may be inconsistent with a particular holding and the account’s performance at any time. The ratio between fixed income and equity positions in an account may vary from those described due to short term market fluctuations, special market situations, or other unique circumstances which may apply. The terms “Fixed Income” and “Equity” refer to individual securities and mutual funds containing these types of securities. **Please note: Achievement of the stated investment objective is a long term goal for the account.** |
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|  | **Initial:\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_)** |
| This account should be invested in tax deferred investments. |

 |
|  | **Initial:\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_)** |
| Designed as a longer term accumulation account. This is the most conservative investment objective. This account should be invested approximately 75% in primarily conservative fixed income and up to 25% in conservative equities. Emphasis is placed on generation of current income and prevention of capital loss. |
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|  | **Initial:\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_)** |
| This account should be invested approximately 60% in fixed income and up to 40% in primarily income-oriented equities. Emphasis is placed on generation of current income with a secondary focus on moderate capital growth. |
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|  | **Initial:\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_)** |
| This account should be invested up to approximately 75% in high grade equities and 25% in fixed income. Emphasis is placed on modest capital growth with some focus on generation of current income. |
|  |
|  | **Initial:\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_)** |
| This account could be invested up to 100% in equities or aggressive fixed income. Emphasis is placed on achieving high long term growth and capital appreciation. There is little focus on generating income.  |
|  |
|  | **Initial:\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_)** |
| This account should generally be invested 100% in equities. Emphasis is placed on aggressive growth and maximum capital appreciation. No focus on income. This objective has the highest level of risk and is for investors with a longer time horizon. |
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| **SECTION 6.** | **RISK TOLERANCE, INVESTMENT TIME HORIZON, LIQUIDITY NEEDS, AND OTHER INFORMATION** |
|  |  |
| 1. How do you classify yourself? (Select and INITIAL one that most accurately reflects your risk tolerance.) |
| **(Initial)****\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_** |  |  |
| Work hard for assets. Cannot afford to lose any capital. | Seeking appreciation, could handle some loss of capital. |
|  |  |
| Could handle minor loss of capital. Needs appreciation. Need based. | Risk taker. Willing to accept possibility of loss for greater capital appreciation. |
|  |  |  |
| 2. When do you expect to withdraw funds from this account? Select the one that most accurately reflects your investment time horizon. |
|  |  |  |  |  |  |
| 3. Approximately, how much of the account do you expect to need? Select the one that most accurately reflects your liquidity needs. |
|  |  |  |  |  |  |
| 4.  |  | **OR** |  |
|  |
|  |  |
|  |
| 5.  |  | **OR** |  |
|  | *\*\*\* Other information such as additional financial situation and/or needs your Colorado Financial Representative should know in connection with any securities recommendation for this account.* |
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| **SECTION 7.** | **ELECTRONIC DELIVERY ELECTION, ACKNOWLEDGEMENT, CERTIFICATION AND EXECUTION** |
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| **Email Address:** |  |
|  |  |  |  |  |  |
| By providing the email address above, I agree to receive Colorado Financial Service Corporation’s disclosure document(s), such as annual disclosure(s) and its amendment(s) electronically. Furthermore, I understand that in the future, if I choose to change this method of delivery and stop receiving the above selected communication(s) electronically I may do so by submitting such a change request in writing. I also agree to notify Colorado Financial Service Corporation, in writing, when/if the email address above is no longer in use or accurate. |
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| **SECTION 8.** | **TRUSTED CONTACT INFORMATION (SEE TOP OF NEXT PAGE FOR INSTRUCTIONS)** |

It is **required** for clients 65 years or older, and requested for all other clients, to provide the following information for a trusted contact person. CFSC is authorized to contact the trusted contact person and disclose information about the customer’s account to address possible financial exploitation, to confirm the specifics of the customer’s current contact information, health status, or, the identity of any legal guardian, executor, trustee or holder of power of attorney.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name:** | **Phone:** | **Email:** | **Mail:**  |

**AGREEMENT TO ARBITRATE CONTROVERSIES: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE:*** **All parties to this agreement are giving up their 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.**
* **Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.**
* **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
* **The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**
* **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
* **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.**
* **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated in this agreement.**
* **The award of the arbitrators, or a majority of them, shall be final and judgment may be entered thereon.**
 |
| Any judicial proceedings relating to this agreement shall be conducted in a state or federal court in Denver, Colorado.With my signature below:* The undersigned has carefully completed all the information in this document and agrees to all terms and conditions contained herein. This application and agreement contains a pre-dispute arbitration clause.
* I agree to notify, in writing, Colorado Financial Service Corporation of any changes in my employment or financial situation including investment objectives, risk tolerance, investment time horizon, and liquidity needs.
* The undersigned further certifies that all information provided on this form is true, correct and complete. I understand that under Federal Law, Colorado Financial Service Corporation is obligated, under the USA PATRIOT Act to verify the information provided herein through whatever means possible including reviewing a consumer credit report, for which I hereby give my authorization.
* **I have read, understand and accept the PRE-DISPUTE ARBITRATION AGREEMENT. I acknowledge receiving a copy of this new account form, privacy notice, business continuity notice and other documents related to this account.**

Furthermore, I acknowledge that my Representative has explained the product(s) and/or service(s) that I am buying through this application, and that I understand all the relevant information and I have authorized the purchase. |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_Customer’s Signature Date Customer’s Signature Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_Customer’s Signature Date Customer’s Signature Date |
|  |
| *CFSC Representative Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:* I have reviewed this document for completeness, accuracy, suitability and disclosures; (ii) completed OFAC check; and (iii) verified the identification(s).\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_ Representative’s Name and Signature Date Representative’s Name and Signature Date |
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**WHAT WE WANT YOU TO KNOW**

**1. Investor Education :** The Financial Industry Regulatory Authority (“FINRA”) BrokerCheck program is a free online tool that allows you to research the professional backgrounds and obtain other information about brokers, brokerage firms, investment adviser representatives and investment adviser firms. For more information on the FINRA BrokerCheck program, please visit the FINRA website at [www.finra.org](http://www.finra.org/) or call the BrokerCheck Hotline at 800-289-9999.

**2. Our Home Office Contact Information:** Questions, comments, concerns, or complaints may be directed to our Home Office: 304 Inverness Way South, Suite 355, Centennial, CO 80112. Phone Number: 866-903-6760 / Fax Number: 303-339-9875.

**3. Securities Investor Protection Corporation (”SIPC”) :** Securities in accounts held at Hilltop Securities (“HTS”) ([www.hilltopsecurites.com](http://www.hilltopsecurites.com)) are protected in accordance with the Securities Investor Protection Act up to $500,000 per customer, including a maximum of $250,000 for cash claims. For more information, please visit the SIPC website, [www.sipc.org](http://www.sipc.org), or call 202-371-8300. FSC also has acquired “Excess SIPC” insurance from a third party insurer to protect client accounts up to their net equity for loss of securities and cash held at First Southwest Company. This “Excess SIPC” protection is in addition to the protection provided by the SIPC, and is subject to certain conditions and limitations, details of which are available upon request. This coverage does not protect against loss of market value of securities. Moreover, FSC’s continuation of this “Excess SIPC” protection cannot be assured.

**4. Business Continuity Plan:** We have developed a Business Continuity Plan regarding how we will respond to events that would significantly disrupt our business. Since the timing and impact of disasters and disruptions are unpredictable, we will be flexible in responding to actual events as they occur. We plan to quickly recover and resume business operations shortly after a significant business disruption. We will respond by first safeguarding our employees and property, then by making a financial and operational assessment, protecting the firm’s books and records, and allowing our customers to transact business. In short, our Business Continuity Plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our Business Continuity Plan addresses: data back up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business. If you have questions about our Business Continuity Planning, you can contact us at (303) 962-7267.

Colorado Financial Service Corporation (“CFSC”) does not maintain custody or possession of any customer funds or securities. All customer funds and securities are maintained with HTS or the sponsoring companies. In the event of an internal or external significant business disruption, if telephone service is available, our registered persons will take customer orders or instructions and/or contact FSC or the sponsoring company on their behalf. If web access is available, CFSC will post a notice on our web site, [www.coloradofsc.com](file:///C%3A%5CDocuments%20and%20Settings%5Ctrobinson%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CTemporary%20Internet%20Files%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CTemporary%20Internet%20Files%5CContent.Outlook%5CMTBLP1BR%5Cwww.coloradofsc.com), that customers may access their funds or securities by contacting the HTS or the sponsoring company directly. Additional details about CFSC’s Business Continuity Plan are available on request.

5. **Privacy Policy:** CFSC’s goal is to protect our client’s privacy. CFSC collects nonpublic personal information about its clients from the following sources:

* Information CFSC receives from clients on applications (name, social security number, address, assets, etc.); and
* Information about client transactions with our firm or other firms (account information, payment history, parties to transactions, etc.).

We may disclose information regarding customers and/or former customers to affiliated and non-affiliated companies that perform certain administrative or record keeping services on our behalf, to other financial institutions with which we have processing or other customary arrangements, financial institutions with which we have joint marketing or other agreements such as mutual fund companies, and/or as permitted or required by law. Subject to applicable laws, rules and regulations, CFSC’s general policy is that registered representatives of CFSC are allowed to retain certain of their clients’ information should he or she elect to move their registration(s) to another broker-dealer.

Because CFSC shares non-public personal information solely to service our client accounts, we do not disclose nonpublic personal information about our customers or former customers, except with the client’s consent, or as permitted or required by law. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

CFSC will internally safeguard your nonpublic personal information by restricting access to only those employees who provide products or services to you or those who need access to your information to service your account. In addition, we will maintain physical, electronic, and procedural safeguards that meet applicable federal and/or state standards to guard your nonpublic personal information.

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