



## Notice Regarding Privacy of Customer Information (“Privacy Policy”)

2655 1st Street, Ste 250 Simi Valley, CA 93065  
Phone: (800) 473-3856 | Fax (800) 636-1302

At HBW Advisory Services LLC (“HBWAS”), protecting our customers’ privacy is paramount. We recognize that an individual’s financial matters are private and sensitive in nature, and we have adopted policies that assist us in protecting your privacy and, at the same time, help us to provide you with a broad range of high quality financial products and services.

This Privacy Policy will explain the types of information we collect about you, how we use and share that information, and how you can instruct us to limit certain types of information sharing. Information obtained by HBWAS for all customers and former customers is treated in the same manner.

### **How We Protect Your Information:**

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We protect your data and safeguard it from those not authorized to see it by implementing internal policies and procedures.

### **Your Privacy is Not for Sale:**

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Under no circumstances will HBWAS sell confidential customer information to anyone, for any reason, at any time.

### **What Information We Collect about You:**

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We collect confidential customer information from you in a number of ways for the following purposes:

- We collect information from you when you open an account or enroll in one of our services. The information we collect may include, but is not limited to: your name, address, email address, phone number, date of birth and Social Security Number, as well as details about your investments and investment experience.
- Once you have opened an account with us, we collect and maintain confidential customer information about your account activity, including your transactions, balances, positions and history. This information allows us to provide the services you have requested.
- We may collect information about you from information services and consumer reporting agencies to verify your identity, employment or creditworthiness, or to better understand your financial needs.
- The law permits us to share information about our current and former customers with authorized third parties or government agencies under certain circumstances. For example, we may be required to share such information in response to subpoenas or to comply with certain laws.

### **How We Share Information About You with Affiliated Companies:**

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HBWAS is an SEC Registered Investment Advisory firm. Additional companies affiliated with HBWAS include: HBW Insurance & Financial Services, Inc., dba, HBW Partners, and HBW Partners Tax Services LLC. These companies are often referred to as “Affiliated Companies”. HBWAS shares information we collect about you with our Affiliated Companies to:

- Help provide you with better service or perform services on your behalf
- Respond to communications from you or as you authorize or request
- Make it more convenient for you to open a new account
- Allow an Affiliated Company to provide you with information about their products and services that we believe may benefit or interest you
- Assist in compliance and supervisory purposes

You may instruct us not to share information about you with our Affiliated Companies for certain purposes, as explained under “How to Limit the Sharing of Information about You”.

### **How We Share Information About You with Non-Affiliated Companies:**

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We provide access to information about you to outside companies and other third parties in certain limited circumstances, including:

- To help us process transactions for your account
- When we use another company to provide services for us, such as printing and mailing your account statements
- When disclosure is required or permitted under law. For example, we may be required to disclose personal information to cooperate with regulatory or law enforcement authorities, to report your tax-related information to federal and state governments, to resolve consumer disputes, to perform credit/authentication checks, or for risk control.

If your HBWAS Investment Advisor Representative leaves HBWAS he/she is contractually permitted to take your customer file, in order to facilitate the transfer of your account to a new Registered Investment Advisory firm. You are not obligated to transfer your account if your Investment Advisor Representative leaves HBWAS, and you may instruct us **not** to allow the sharing of information as explained under “How to Limit the Sharing of Information about You.”

### **How to Limit the Sharing of Information about You:**

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If you prefer, you may choose to limit the information we share about you with our Affiliated and Non-Affiliated Companies. Specifically, you may instruct us:

- **Not** to allow our Affiliated Companies to market their financial products or services to you
- **Not** to share confidential customer information about you with a Non-Affiliated company for joint marketing purposes
- **Not** to allow your Investment Advisor Representative to take your information to facilitate the transfer of your account(s) should he/she leave HBWAS.

You may exercise your choice by writing to HBW Advisory Services LLC, Attn: Compliance Department, 2655 1st Street, Ste 250 Simi Valley, CA 93065. Your choice will be applied to you as an individual and will automatically be extended to all of your accounts with us, as well as any accounts you may have with any of our affiliates. You may make your privacy choice at any time and it will remain in effect until you change it in writing.

### **Safeguarding Your Information, Maintaining Your Trust:**

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We take precautions to ensure the information we collect about you is protected and is accessed only by authorized individuals or organizations. Our employees are trained about privacy and are required to safeguard confidential customer information. We maintain physical, electronic and procedural safeguards to protect confidential customer information.

### **Contact Us with Questions:**

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If you have any questions or concerns, or if you identify any information that you believe is no longer accurate, you may contact your HBWAS Investment Advisor Representative or write to HBW Advisory Services LLC, Attn: Compliance Department, 2655 1st Street, Ste 250 Simi Valley, CA 93065. *Thank you for your business and allowing us to service your needs.*



# Account Information Form

2655 1st Street, Ste 250 Simi Valley, CA 93065  
Phone: (800) 473-3856

## Section A: ACCOUNT INFORMATION

Account Type:  New  Existing/Updating Account #: \_\_\_\_\_

## Section B: REPRESENTATIVE(S) INFORMATION

Representative Name(s) \_\_\_\_\_ Representative # \_\_\_\_\_

## Section C: ACCOUNT REGISTRATION (Check All That Apply)

### NON-RETIREMENT

- Individual (TOD)     JT WROS     JT TIC
- Corporate Account     Partnership     Non-Profit     UTMA (Indicate State/Age of Majority) \_\_\_\_\_ / \_\_\_\_\_

### TRUST

- Revocable Living Trust     Irrevocable Trust
- Name of the Trust \_\_\_\_\_ SSN/Tax ID# \_\_\_\_\_ Dated \_\_\_\_\_

### RETIREMENT

- Trad IRA     Roth IRA     Rollover IRA     SEP IRA     SIMPLE IRA     Beneficiary / Inherited IRA
- Solo(k)     401(k) Plan     403(b) Plan     457 Plan     Other \_\_\_\_\_

## Section D: CLIENT INFORMATION (Individual, First Trustee, Minor on UTMA account)

Client Name (First, Middle, Last) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_  
 SSN/Tax ID# \_\_\_\_\_ Marital Status \_\_\_\_\_ Spouse Name \_\_\_\_\_  
 Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Mailing Address (if different) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Employment Status:  Employed  Self-Employed  Not Employed  Retired  Student  Homemaker  
 Employer \_\_\_\_\_ Type of Business \_\_\_\_\_  
 Job Title \_\_\_\_\_ Years With Employer \_\_\_\_\_  
 Citizenship  US Citizen  Resident Alien Country of Citizenship (if not US Citizen) \_\_\_\_\_  
 Type of ID \_\_\_\_\_ ID# \_\_\_\_\_  
 Place of Issuance \_\_\_\_\_ Date of Issuance \_\_\_\_\_ Exp. Date \_\_\_\_\_

## Section E: CLIENT INFORMATION - Joint / Custodian [Parent/Guardian] / Plan Sponser / Trustee / Owner / President

Client Name (First, Middle, Last) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_  
 SSN/Tax ID# \_\_\_\_\_ Marital Status \_\_\_\_\_ Spouse Name \_\_\_\_\_  
 Relation to client in Section D \_\_\_\_\_  
 Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Mailing Address (if different) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Home Phone (if different) \_\_\_\_\_ Work Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Employment Status:  Employed  Self-Employed  Not Employed  Retired  Student  Homemaker  
 Employer \_\_\_\_\_ Type of Business \_\_\_\_\_  
 Job Title \_\_\_\_\_ Years With Employer \_\_\_\_\_  
 Citizenship  US Citizen  Resident Alien Country of Citizenship (if not US Citizen) \_\_\_\_\_  
 Type of ID \_\_\_\_\_ ID# \_\_\_\_\_  
 Place of Issuance \_\_\_\_\_ Date of Issuance \_\_\_\_\_ Exp. Date \_\_\_\_\_



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## Alternate Section F: Defined Contribution (401k, 403b, 457 etc.)/Defined Benefit Plans or Corporate Account

Business Name \_\_\_\_\_ Tax ID # \_\_\_\_\_

Business Type  Sole Proprietor  Partnership  LLC  S-Corp  C-Corp

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Business Phone \_\_\_\_\_ Business Website \_\_\_\_\_

## Section G: FINANCIAL BACKGROUND (Based on Household)

Annual Income <sup>1</sup>	Net Worth <sup>2</sup> (Exclude Primary Residence)	Liquid Net Worth <sup>3</sup>	Investable Assets <sup>4</sup>	Federal Tax Bracket
<input type="radio"/> \$50,000 and under	<input type="radio"/> \$50,000 and under	<input type="radio"/> \$50,000 and under	<input type="radio"/> \$50,000 and under	<input type="radio"/> 0 - 15%
<input type="radio"/> \$50,001 - 100,000	<input type="radio"/> \$50,001 - 200,000	<input type="radio"/> \$50,001 - 200,000	<input type="radio"/> \$50,001 - 200,000	<input type="radio"/> 16 - 28%
<input type="radio"/> \$100,001 - 250,000	<input type="radio"/> \$200,001 - 500,000	<input type="radio"/> \$200,001 - 500,000	<input type="radio"/> \$200,001 - 500,000	<input type="radio"/> 29 - 36%
<input type="radio"/> \$250,001 - 500,000	<input type="radio"/> \$500,001 - 1,000,000	<input type="radio"/> \$500,001 - 1,000,000	<input type="radio"/> \$500,001 - 1,000,000	<input type="radio"/> > 36%
<input type="radio"/> Over \$500,000	<input type="radio"/> Over \$1,000,000	<input type="radio"/> Over \$1,000,000	<input type="radio"/> Over \$1,000,000	

  

Annual Expenses <sup>5</sup>	Liquidity Needs <sup>6</sup> (over the next 3 years)
<input type="radio"/> \$50,000 and under	<input type="radio"/> None at this time
<input type="radio"/> \$50,001 - 100,000	<input type="radio"/> \$25,000 and under
<input type="radio"/> \$100,001 - 250,000	<input type="radio"/> \$25,001 - 50,000
<input type="radio"/> \$250,001 - 500,000	<input type="radio"/> \$50,001 - 100,000
<input type="radio"/> Over \$500,000	<input type="radio"/> \$100,001 - 250,000
	<input type="radio"/> Over \$250,000

<sup>1</sup> Annual income includes income from sources such as employment, alimony, social security, investment income, etc.

<sup>2</sup> Net worth is the value of your assets minus your liabilities. For purposes of this application, assets include stocks, bonds, mutual funds, annuities, other securities, bank accounts, business equity, real estate and other personal property. Exclude your primary residence. Liabilities include any outstanding mortgage, loans, credit card balances, taxes, etc.

<sup>3</sup> Liquid net worth is your net worth minus your assets that cannot be converted quickly and easily into 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.

<sup>4</sup> Investable assets are assets held in general securities accounts, certificates of deposit, mutual funds, stocks, bonds and annuities. Insurance contracts with a cash value are also regarded as investable assets, as are funds held in retirement accounts and qualified plans. Excluded would be basic cash accounts, primary residence and pensions if illiquid.

<sup>5</sup> Annual expenses might include mortgage payments, rent, long-term debts, utilities, alimony, or child support payments, etc.

<sup>6</sup> Liquidity needs might include a home purchase, remodeling a home, a car purchase, education, medical expenses, etc.



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## Section H: AFFILIATION INFORMATION

Is any client or, if client is an entity, any authorized person of client (or a member of the immediate family) a director, 10% shareholder or policy-making officer of a publicly traded company? If yes:

Company Name: \_\_\_\_\_ Trading Symbol: \_\_\_\_\_

## Section I: INVESTMENT EXPERIENCE (Mark all that apply)

- | <u>Investment</u>                                 | <u>Years of experience</u>  |                            |                            | <u>Investment</u>                          | <u>Years of experience</u>  |                            |                            |
|---|-----------------------------|----------------------------|----------------------------|--|-----------------------------|----------------------------|----------------------------|
| <input type="checkbox"/> No Investment Experience |                             |                            |                            | <input type="checkbox"/> Mutual Funds/ETFs | <input type="radio"/> 1 - 5 | <input type="radio"/> 5-10 | <input type="radio"/> > 10 |
| <input type="checkbox"/> Money Market / CDs       | <input type="radio"/> 1 - 5 | <input type="radio"/> 5-10 | <input type="radio"/> > 10 | <input type="checkbox"/> Stocks / Bonds    | <input type="radio"/> 1 - 5 | <input type="radio"/> 5-10 | <input type="radio"/> > 10 |
| <input type="checkbox"/> Variable Annuities       | <input type="radio"/> 1 - 5 | <input type="radio"/> 5-10 | <input type="radio"/> > 10 | <input type="checkbox"/> Options           | <input type="radio"/> 1 - 5 | <input type="radio"/> 5-10 | <input type="radio"/> > 10 |
| <input type="checkbox"/> Variable Life            | <input type="radio"/> 1 - 5 | <input type="radio"/> 5-10 | <input type="radio"/> > 10 | <input type="checkbox"/> Other _____       | <input type="radio"/> 1 - 5 | <input type="radio"/> 5-10 | <input type="radio"/> > 10 |

## Section J: SOURCE OF FUNDS (Check All That Apply)

- |  |   |                                       |  |  |   |
|--|---|---------------------------------------|--|--|---|
| <input type="checkbox"/> 401(k) Rollover     | <input type="checkbox"/> 403(b) Rollover    | <input type="checkbox"/> IRA Transfer | <input type="checkbox"/> TSP Rollover                                  | <input type="checkbox"/> Pension         | <input type="checkbox"/> 457 Rollover     |
| <input type="checkbox"/> Mutual Funds        | <input type="checkbox"/> General Securities | <input type="checkbox"/> Money Market | <input type="checkbox"/> Cert. of Deposit                              | <input type="checkbox"/> Salary Deferral | <input type="checkbox"/> Checking/Savings |
| <input type="checkbox"/> Ins. Death Benefit  | <input type="checkbox"/> Inheritance        | <input type="checkbox"/> Gift         | <input type="checkbox"/> Home Equity Line of Credit / Reverse Mortgage |  |   |
| <input type="checkbox"/> Life Ins Cash Value | <input type="checkbox"/> Annuity            | <input type="checkbox"/> Other _____  |  |  |   |

## Section K: SIGNATURES

I acknowledge that I have read all information on this Account Information Form and hereby verify that all of the information provided is true and correct. I have completed a 'Suitability Investment Profile' which in addition to information provided on this form may be relied upon for the purposes of evaluating my suitability and sophistication in relation to making my investment recommendations. I agree a photocopy, electronically scanned image or facsimile of this form and signatures shall be deemed an original for purposes of introducing this form into evidence as part of any proceeding.

**I've received the required disclosure documents prior to or at the time of executing an agreement for services with HBW Advisory Services LLC.**

**ADV PART 2A:** Discloses information about our firm and the services we offer.

**ADV PART 2B:** Discloses the educational background, business experience and any disciplinary history of your Investment Advisor Representative.

**FORM CRS:** Designed to help clients better understand the nature of the relationship and what services they can expect from our firm and your Investment Advisor Representative.

**PRIVACY POLICY:** Discloses the ways HBW gathers, uses, and manages client information.

**If you have any questions regarding these documents please contact your Investment Advisor Representative**

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

\_\_\_\_\_  
Joint Client Signature Date

\_\_\_\_\_  
Primary Representative Signature Date

\_\_\_\_\_  
Second Representative Signature Date

\_\_\_\_\_  
Principal Signature Date



**Contract for Financial Advice**

This Contract is between HBW Advisory Services LLC, a Registered Investment Advisor ("HBW"), acting through its Representative, \_\_\_\_\_ ("Financial Advisor"), and \_\_\_\_\_ ("Client").

1. Client requests HBW to provide one or more of the following services through Financial Advisor.
2. Client understands, in limited circumstances, HBW may bill fees differently than what's described below. For example, fees may be billed monthly rather than quarterly; fees may be based on the account balance at the end of a billing period instead of an average daily balance; or fees may be billed in advance rather than arrears.
3. Client agrees to compensate HBW on a continuing basis, until either party terminates the contract for the services provided under this Contract as described below. The Firm will, after consulting with you, recommend that you establish and maintain, in your name, accounts, into which you shall deposit funds and/or securities, which shall be referred to as managed assets.

**Initial here for services that apply to:**

\_\_\_\_\_ / \_\_\_\_\_ **Asset Management – HBW Advisor Money Manager (Charles Schwab, Axos Advisor Services, Nationwide)**

HBW manages all or a portion of advisory account. HBW utilizes sub-advisors to tap talent that is not available in-house to manage all or some of the investment models. This contract provides HBW written authorization from client for discretionary authority to manage client's accounts through HBW. This authority also gives HBW the authorization to change its sub-advisors or third-party money managers and as well as for fee deduction at AXOS Advisor Services, Nationwide and Charles Schwab. HBW charges an annual fee based on a percentage of assets under management, not to exceed 2.00% annually. The Axos and Nationwide schedules listed below are Tiered:\*

**\*Advisor Managed Custom Portfolios: Fee ranges may be specified here:**

<input type="checkbox"/> Tiered	<input type="checkbox"/> Linear	<u>Asset Range</u>	<u>Fee</u>
		_____	_____
		_____	_____
		_____	_____

Tiered fees are charged on each dollar while linear fees are charged at the lowest rate attained for all assets.

**\*Managed Models at Axos Advisor Services and Nationwide**

**Tactically-Managed Accounts:**

<u>Account Range</u>	<u>Maximum Annual Fee</u>
Up to \$2 million	1.85%
\$2 million up to \$5 million	1.70%
\$5 million and up	1.55%

**Asset Allocation Models:**

<u>Account Range</u>	<u>Maximum Annual Fee</u>
Up to \$2 million	1.25%
\$2 million up to \$5 million	1.10%
\$5 million and up	0.95%

The fee is payable quarterly in arrears based on the client's average daily account balance for the prior quarter. If the agreement is executed at any time other than the first day of the calendar quarter, fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter. Client shall receive an invoice for fees concurrent with the deduction by the account custodian. Client will also receive an account statement from the custodian at least quarterly.

**Initial here for services that apply to:**

\_\_\_\_\_ / \_\_\_\_\_ **Asset Management – HBW Advisor Solicits for Third Party Money Manager**

HBW may also act as a solicitor for Third Party money managers on those occasions when Advisor utilizes the services of a third party to manage all or a portion of an advisory account, advisory client shall only pay the fee assessed by the third party for that portion of the account managed by such third party as disclosed in the respective Form ADV Part II and Solicitors Disclosure, given to the client at the time of solicitation. Concurrent with the signing of this agreement Client must also sign the Third-Party money manager's agreement/application which will disclose all services and arrangements between HBW and the Third-Party Money manager. Advisor will receive a portion of the fee paid to third party managers as disclosed in the Solicitors Disclosure.

**Initial here for services that apply to:**

\_\_\_\_\_ / \_\_\_\_\_ **Asset Management – Other Assets:**

This contract provides HBW written authorization from client for discretionary authority to manage clients account and for fee deduction at other custodians. Annual fee up to 2% depending on the assets under management with the firm, the complexity of investments, client objectives and other related factors. The annual fee is stated on page 3 of the Contract for Financial Advice. The annual fee is prorated and deducted quarterly from the client's advisory account in arrears. The fee calculation may use either the market value of the assets under management on the last business day of each quarter or the average daily account balance for the prior quarter, depending on the location of the assets (custodian) or third-party contracts. Client shall receive an invoice or account statement for fees concurrent with the deduction by the account custodian. Client will also receive an account statement from the custodian at least quarterly.

4. Neither HBW nor the Financial Advisor will be compensated on the basis of a share of capital gains or capital appreciation of the funds or any portion of the funds or assets of Client. Fees will be fully disclosed to Client by way of the fee schedule and will be automatically deducted from Client's account once HBW Advisory Services LLC has received this agreement as written consent from Client.
5. HBW agrees to provide either directly, through sub-advisors or third-party money managers, and Financial Advisor agrees to perform the services requested by Client through Financial Advisor for the compensation which Client has agreed to pay. In the event that Financial Advisor is unwilling or unable to perform all the services which Client has requested, HBW may provide such services through another representative, based on the best interest of the client.
6. Client will provide to Financial Advisor all documents and information requested by Financial Advisor to perform the services requested by Client. Information provided by Client to Financial Advisor must be complete and accurate. HBW and Financial Advisor will maintain in confidence all documents and information which Client provides. Neither HBW nor Financial Advisor will disclose information about Client to any third party without Client's consent except as may be necessary to perform the services requested by Client, unless required to do so by law or as necessary to enforce Client's obligations.
7. Client acknowledges and understands that:
  - a. **CLIENT INVESTMENTS WILL GO UP AND DOWN DEPENDING ON MARKET CONDITIONS.** Neither HBW nor Financial Advisor guarantees the return on any recommended investment.
  - b. Client is free to obtain accounting, brokerage and legal services from any source in order to implement recommendations that Financial Advisor will make under this Contract. This Contract will not be construed to require HBW or Financial Advisor to perform such services.
  - c. This Contract does not include any service to a qualified plan as defined by the Employees' Retirement Income Security Act (ERISA) that would deem the Financial Advisor or HBW to be acting in the fiduciary "control" capacity.
  - d. Persons providing investment advice on behalf of HBW may be registered representatives with Cetera Advisor Networks LLC, securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In their capacity as registered representatives, these persons will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Persons providing investment advice on behalf of HBW may also be licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell. Compensation earned by these persons in their capacities as registered representatives/independent insurance agents are separate from HBW's advisory fees. This practice presents a conflict of interest. HBW prohibits registered representatives/independent insurance agents from charging fees on commission-based products.
  - e. Client will pay an Asset Based Fee in return for asset management services. "Advisory Assets" are defined as those assets which the client directs the advisor to manage through HBW, its sub-advisors or third-party money managers. This could include the client's 401(k) plan(s), IRA plan(s), Joint, individual, and family investment plans, estate and/or trust plans, insurance plans or may include other assets which HBW monitors or provides investment advice or analysis for Client. **The accounts listed in paragraph 15 are those accounts that will be charged for and are defined as "Advisory Assets"**. HBW will direct the custodian to debit the asset-based fees from the accounts defined as Advisory Assets. Additional costs will be imposed by the custodians for account maintenance, custodial fees and transaction fees, in addition to any investment advisory fees. The custodian fees may change at any time at the discretion of the custodian.
  - f. Neither HBW nor Financial Advisor has the authority or the discretion under this or any other Contract with Client to take physical possession of or hold Client's funds and securities. While HBW has discretionary authority to determine the securities to be bought or sold and the amount of securities to be bought or sold on behalf of the Client, HBW has no authority to withdraw funds from the Client's account other than fees as authorized by the Client in writing as discussed in section 'Accounts under Advisory Control'. By signing this document, Client hereby grants discretion to HBW and Financial Advisor named herein to execute transactions.
8. Client may rescind this Contract within five (5) business days after its effective date, by giving written notice to Financial Advisor or HBW. If Client rescinds within five (5) business days, the contract will be terminated without compensation to HBW.
9. Either Client or HBW may terminate this contract by giving written notice to the other. Clients may terminate their Contract for financial advice at any time. Please allow ten business days to process the written notice and cancel the application. Client will be responsible to pay compensation for all services rendered under this Contract until the effective date of termination, or the date written notice of termination is received by HBW or Financial Advisor, if later. In the event Client terminates an asset management relationship prior to the end of the quarter, pro-rated quarter fees will be assessed to the date of termination.
10. If this agreement is established by the Client, the undersigned, in a fiduciary capacity, the Client hereby certifies that the Client is legally empowered to enter in or perform this agreement in such a capacity. If this agreement is established by a corporation, the undersigned certifies that this agreement has been duly authorized, executed and delivered on behalf of such corporation and that the agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this agreement.
11. This agreement shall be governed by the laws of California. This agreement contains all the understanding of the parties as to this agreement.
12. This Agreement, including attachments, if any, sets forth the entire understanding of the parties hereto concerning the subject matter hereof. There are no prior or contemporaneous written or oral agreements. This Agreement may not be changed orally, but only by an amendment in writing signed by the parties. Should any section of this Agreement be held invalid for any reason, no other section hereof shall be affected and shall remain in full force and effect absent the stricken language.

13. Except for negligence or malfeasance or violation of application law, neither HBW or Financial Advisor, nor any of its respective directors, employees, or affiliates shall be liable hereunder for any action performed or for any errors of judgment in the provision of advisory services. The federal securities laws and certain state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation or any rights which the Client may have under any federal or state securities laws (or ERISA, if the Client is a qualified plan). The Client further understands that there is no guarantee that the Client's investment objectives will be achieved. Neither HBW or Financial Advisor shall have any liability for the Client's failure to timely inform HBW or Financial Advisor of any material change in the Client's financial circumstances which might affect the manner in which the Client should invest his assets or to provide HBW and Financial Advisor with any information as to the Client's financial status as HBW or Financial Advisor may reasonably request.
14. **Any controversy or claim arising out of or relating to this Contract, or its breach, shall be settled by voluntary arbitration in accordance with the rules of the American Arbitration Association or other such mutually agreeable alternative dispute resolution forum. Judgment upon an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.**
15. The Contract may not be assigned by Client without the written consent of HBW. The Contract may not be assigned by HBW without the written consent of Client. The Contract may not be assigned by Financial Advisor without the written consent of Client and HBW. All prior agreements and understandings between Client and Financial Advisor, and/or between Client and HBW on any subject treated by this Contract are superseded by this Contract.

**16. Accounts under Advisory Control**

Account Holder Name	Account Type	Platform or TPIA
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Householding:  Create a new household  Add to existing household (list the other family members below)

17. By executing this Contract, Client acknowledges receipt of the fee schedule, HBW's Privacy notice, HBW's Form ADV Part 2, Form CRS and Third-Party Money Manager's ADV Part 2 if applicable. Sub-advisor ADV Part 2's are available upon request.

***This agreement contains a pre-dispute arbitration clause.***

AGREED to on date indicated as witnessed by the signatures:

_____ Client Signature	_____ Date	_____ Financial Advisor Signature
_____ Client Name (printed)		_____ Financial Advisor Name (printed)
_____ Client Signature	_____ Date	Accepted by:
_____ Client Name (printed)		

**HBW Advisory Services LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Revised 3-20-2024

With the questions below, we have assigned each response a point value suggesting how it should influence your investment approach. The table will help identify which of our investment programs is best suited to your particular situation. The score is also designed to indicate the maximum level of risk you can tolerate in your investment portfolio. History has shown that if you invest in a program that does not correspond to your level of risk tolerance, as indicated by the classification score, there is a high probability that you will be unwilling to remain committed to your investment program(s) during periods of market volatility.

Questions	Points	Answer Options	Points																				
1. What percentage of your total assets will this portfolio represent? (exclude real estate and tangible personal property)	[ 2 ] [ 4 ]	<input type="checkbox"/> 76 to 100% <input type="checkbox"/> 51 to 75%	[ 6 ] <input type="checkbox"/> 25 to 50% [ 8 ] <input type="checkbox"/> less than 25%																				
2. Which scenario would cause you the greatest amount of stress?	[ 8 ] [ 2 ]	<input type="checkbox"/> Not owning stocks or bonds when the respective markets go up <input type="checkbox"/> Owning stocks or bonds when the value of the investments drop	_____																				
3. The time period for evaluating your portfolio performance has a significant impact on the probability of realizing stated return objectives.  How long are you willing to wait for your account's performance to meet your rate of return objective?	[ 2 ] [ 4 ] [ 6 ] [ 8 ]	<input type="checkbox"/> One year or less <input type="checkbox"/> One to Three Years <input type="checkbox"/> Three to Five Years <input type="checkbox"/> More than Five Years	_____																				
4. Choose the statement that best reflects your attitude toward varying annual returns:	[ 2 ] [ 6 ] [ 8 ]	<input type="checkbox"/> I want to emphasize limited variability and am willing to accept lower long-term returns. <input type="checkbox"/> I want to match market returns over the long-term and am willing to accept below-average temporary return fluctuations. <input type="checkbox"/> I want to emphasize above-average long-term returns, and willing to accept above-average swings in the value.	_____																				
5. Imagine that you made an investment 5 years ago which has steadily earned 10% a year. If your investment was to lose 20% in the following year, what would you do?	[ 2 ] [ 4 ] [ 6 ] [ 8 ]	<input type="checkbox"/> I would sell off the investment out of fear that I would lose most if not all the money I invested. <input type="checkbox"/> I would sell some, but not all, of the investment to reduce my exposure to more losses <input type="checkbox"/> I would do nothing, understanding that such price drops are a normal part of investing <input type="checkbox"/> I would buy more of the investment, looking at the price drop as an opportunity to buy at lower prices.	_____																				
6. What is the maximum percentage you could tolerate losing in any calendar year in your portfolio?	[ 2 ] [ 4 ]	<input type="checkbox"/> up to 7% <input type="checkbox"/> 8 to 14%	[ 6 ] <input type="checkbox"/> 15 to 21% [ 8 ] <input type="checkbox"/> 22% or more																				
7. Imagine that you are making an investment of \$20,000. Below are four scenarios for the potential gains or loss in one year.  Which investment would you be most comfortable owning?	[ 2 ] [ 4 ] [ 6 ] [ 8 ]	<table border="0"> <tr> <td></td> <td>Potential Gain</td> <td>vs</td> <td>Potential Loss</td> </tr> <tr> <td><input type="checkbox"/> Investment 1 &gt;</td> <td>\$1,600 (8%)</td> <td>vs</td> <td>\$400 (-2%)</td> </tr> <tr> <td><input type="checkbox"/> Investment 2 &gt;</td> <td>\$ 3,800 (19%)</td> <td>vs</td> <td>\$2,100 (-10.5%)</td> </tr> <tr> <td><input type="checkbox"/> Investment 3 &gt;</td> <td>\$ 7,200 (36%)</td> <td>vs</td> <td>\$3,600 (-18%)</td> </tr> <tr> <td><input type="checkbox"/> Investment 4 &gt;</td> <td>\$ 10,800 (54%)</td> <td>vs</td> <td>\$4,800 (-24%)</td> </tr> </table>		Potential Gain	vs	Potential Loss	<input type="checkbox"/> Investment 1 >	\$1,600 (8%)	vs	\$400 (-2%)	<input type="checkbox"/> Investment 2 >	\$ 3,800 (19%)	vs	\$2,100 (-10.5%)	<input type="checkbox"/> Investment 3 >	\$ 7,200 (36%)	vs	\$3,600 (-18%)	<input type="checkbox"/> Investment 4 >	\$ 10,800 (54%)	vs	\$4,800 (-24%)	_____
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8. Regarding growth, which of the following statements most accurately reflects your goals with the money you invest?	[ 2 ] [ 4 ] [ 6 ] [ 8 ]	<input type="checkbox"/> I am only willing to assume a small amount of risk, even if this means I may only keep pace with inflation. <input type="checkbox"/> I would like the money to stay ahead of inflation, but I am only willing to assume a moderate level of risk to achieve this goal. <input type="checkbox"/> I would like to achieve returns similar or better than the stock market over a full market cycle (typically 3-5 years) but with less risk. <input type="checkbox"/> I would like the money to grow significantly after the effects of inflation are taken into account, even if that means I take an above average amount of short-term volatility.	_____																				
9. How long do you plan to allow your investments to grow without taking any withdrawals?	[ 2 ] [ 4 ]	<input type="checkbox"/> Less than 2 years <input type="checkbox"/> 2 to 5 years	[ 6 ] <input type="checkbox"/> 6 to 8 years [ 8 ] <input type="checkbox"/> Over 8 years																				

Check One:	18-30 Conservative	31-41 Moderate Conservative	42-51 Moderate	52-62 Growth	63-72 Aggressive	Total:
Investment Objective - Check One:	Capital Preservation	Income	Total Return	Growth	Aggressive Growth	
Account Time Horizon - Check one:	4 years or less	5-8 years	more than 8 years			

I/we agree with the recommended investment program(s) as indicated by the total point score. If I/we have selected an investment strategy that differs from what the Classification indicated by the total point score, I/we understand and assume responsibility for any additional risk inherent with the investment program(s) I/we have chosen.

Client Name(s): \_\_\_\_\_

Account Registration Type: \_\_\_\_\_

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

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

Joint Signature \_\_\_\_\_ Date \_\_\_\_\_





Complete and submit this form to provide initial allocation instructions for Accounts held at 'Charles Schwab'  
Submit to [trades@hbwadvisory.com](mailto:trades@hbwadvisory.com).

Note: Composition of All Models are subject to change at anytime at the discretion of HBW Advisory Services LLC.

Asset Classes/Models	Conservative (Score 18-30)	Moderate Conservative (Score 32-40)	Moderate (Score 42-50)	Growth (Score 52-62)	Aggressive (Score 64-72)
<b>Pure Indexed **</b>	_____ %	_____ %	_____ %	_____ %	_____ %
US Market	5	10	20	25	25
Foreign Developed	5	10	15	20	25
Emerging Market	5	10	15	20	25
Real Estate	5	10	10	15	15
Bonds	80	60	40	20	10

\* The Pure Indexed models use ETFs for their asset class coverage. \$5,000 minimum

\*\*Indexed models may tilt toward or away from risk by adjusting their fixed income component (bonds) by as much as 20%.

**EI Dorado** \_\_\_\_\_ % *\$20,000 is the suggested minimum based on initial trading cost*

**Advisor Directed** \_\_\_\_\_ % *Attach a separate sheet if necessary in lieu of this section*

Symbol and Security Name	Allocation	Symbol and Security Name	Allocation
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %

**OTHER HOLD IN CASH FOR TRANSFER OUT \$** \_\_\_\_\_ **Total** \_\_\_\_\_ %

Reason/Transferring Custodian \_\_\_\_\_

Client Name \_\_\_\_\_ Account Number \_\_\_\_\_

Account Registration Type \_\_\_\_\_ Account Value \_\_\_\_\_ Suitability Score \_\_\_\_\_

Rep Name \_\_\_\_\_

Rep Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_



ADVISORY SERVICES LLC

## IRA TRANSFER ACKNOWLEDGMENT FORM

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HBW Advisory Services LLC and your advisor have an obligation to act as a fiduciary on your retirement account. We are obligated to uphold the “Impartial Conduct Standards” which ensure advisors adhere to fiduciary norms and basic standards of fair dealing.

The standards specifically require advisors and financial institutions to:

- **Give advice that is in the best interest of the retirement investor.** This best interest has two chief components:
  - Prudence: The advice must meet a professional standard of care
  - Loyalty: the advice must be based on the best interest of the consumer rather than potentially competing financial interest of the advisor or the firm
- **Charge no more than reasonable compensation**
- **Make no misleading statements** about investment transactions, compensation or conflicts of interest

Your advisor has a fiduciary duty to evaluate the relevant factors to determine if the recommendation to transfer your IRA account is suitable and in your best interest. The relevant factors are those that a person who is knowledgeable about such matters would consider. This means your advisor has a fiduciary duty to use care, skill, prudence and diligence for his or her recommendation, based on your investment objectives, risk tolerance, financial circumstances and needs without regard to his or her financial or other interests.

Conflict of interest - your advisor has a conflict of interest in recommending the transfer of your account since your advisor will earn a fee based on your assets, but will likely not receive a fee if your existing account stays in place. Please refer to the Form CRS and Form ADV for more information regarding conflicts of interest.

**FIDUCIARY RESPONSIBILITY**

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 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. Under this special rule's provisions, we must: Meet a professional standard of care when making investment recommendations (give prudent advice); never put our financial interests ahead of yours when making recommendations (give loyal advice); avoid misleading statements about conflicts of interest, fees, and investments; follow policies and procedures designed to ensure that we give advice that is in your best interest; charge no more than is reasonable for our services; and give you basic information about conflicts of interest.

**I have identified the specific reason(s) for concluding that the recommendation meets the Fiduciary Advice Standard as indicated below:**

**1. Explain why the client will benefit from this recommendation.**

**2. Compare the fees and expenses for the client's current IRA and the recommended IRA account. Detail your comparison below.**

**3. Our competitors charge an average maximum fee of 1.95%. Compare your fee to our competitors and detail the difference below.**

**ACKNOWLEDGEMENT**

I acknowledge the information above has been presented and reviewed by the registered representative.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



ADVISORY SERVICES LLC

# Retirement Account Rollover Acknowledgement Form for 401(k), 403(b), 457, or any other Employer Sponsored Plan

## Account Information:

Rep Name: \_\_\_\_\_ Rep Code: \_\_\_\_\_ Account Number: \_\_\_\_\_

Account Title: \_\_\_\_\_ Custodian: \_\_\_\_\_

Account Type:  Rollover IRA  Roth IRA

Rollover Type:  Direct  In-Direct

## Rollover Information:

### Please select the source of funds for the rollover:

Former employer plan

Roth 401k

Current employer plan  
(in-service distribution)

Other \_\_\_\_\_

Approximate Value of Rollover: \$ \_\_\_\_\_

Is the client under age 59 1/2?  Yes  No

When does the client plan to start taking distributions from the Account? \_\_\_\_\_ (Provide a date or time frame)

## Client Acknowledgement:

### I acknowledge and agree with the following statements

I have carefully considered the available options for my employer sponsored retirement plan, which may include, but are not limited to:

1. Rolling over assets into an IRA
2. Rolling over assets into my current employer's plan
3. Keeping assets with my former employer's plan, if permitted by plan provisions
4. Taking a cash distribution with all applicable taxes and withdrawal penalties

I understand the benefits and limitations of the available options and have considered such factors as differences in investment related expenses, plan or account fees, available investment options, distribution options, legal and creditor protections, the availability of loan provisions, tax treatment, and other concerns specific to my individual needs.

I understand that my advisor will be compensated for this rollover on an ongoing basis and that my accounts may incur other costs related to account administration, trading, custodial services, etc.

I understand that if I am between age 55 and 59 1/2, I may be able to take penalty-free withdrawals from an employer-sponsored plan. In contrast, withdrawals from an IRA before age 59 1/2 will incur a 10% tax penalty unless they are taken under a specific tax provision. If I take distributions prior to age 59 1/2 I will consult with a tax professional regarding the tax implications of those distributions.

I understand that if any portion of this rollover represents a distribution of my employer's stock or securities that has appreciated in value, the stock may be eligible for special IRS tax treatment. I will consult with my plan administrator and tax professional about tax scenarios related to appreciated company securities.

I understand that if I am completing an indirect rollover, that my plan administrator may be required to withhold 20% of my distribution, that I must complete the rollover within 60 days, and that if I want to defer taxes on the entire distribution I will need to add funds from another source equal to the 20% withheld. I have consulted with my plan administrator and tax professional regarding the additional tax implications of completing an indirect rollover.

I understand that an ERISA Plan may have an advantage over an IRA in providing greater protection from creditors and lawsuit judgments. I do not see any need to seek protection from creditors or lawsuits.

I understand that should I plan to move to a new employer and work beyond my 70's it may be in my best interest to transfer my plan to my new employer. The new plan may not require minimum distributions to commence until my actual retirement rather than at age 70 1/2. I do not intend to move to a new employer and work beyond age 70 1/2.

Conflict of interest - your advisor has a conflict of interest in recommending the transfer of your account since your advisor will earn a fee based on your assets, but will likely not receive a fee if your existing account stays in place. Please refer to the Form CRS and Form ADV for more information regarding conflicts of interest.

## FIDUCIARY RESPONSIBILITY

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 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. Under this special rule's provisions, we must: Meet a professional standard of care when making investment recommendations (give prudent advice); never put our financial interests ahead of yours when making recommendations (give loyal advice); avoid misleading statements about conflicts of interest, fees, and investments; follow policies and procedures designed to ensure that we give advice that is in your best interest; charge no more than is reasonable for our services; and give you basic information about conflicts of interest.

**I have identified the specific reason(s) for concluding that the recommendation meets the Fiduciary Advice Standard as indicated below:**

**1. Explain why the client will benefit from this recommendation**

**2. Compare the fees and expenses for the client's employer plan and the recommended account. Detail your comparison.**

**3. Our competitors charge an average maximum fee of 1.50%. Compare your fee to our competitors and detail the difference below.**

## ACKNOWLEDGEMENT

I acknowledge the information above has been presented and reviewed by the registered representative.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date