



## 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 /
- Solo(k)       401(k) Plan       403(b) Plan       457 Plan       Other \_\_\_\_\_      Inherited IRA

## 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 \_\_\_\_\_



ADVISORY SERVICES LLC

# Account Information Form

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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



ADVISORY SERVICES LLC

# CONTRACT for FINANCIAL ADVICE For Hourly Billing or Fixed Fees

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  
**(Initial only those services that apply):**

- a) \_\_\_\_\_/\_\_\_\_\_ **Financial Planning** – A comprehensive review of Client’s financial situation which may include gathering of financial information, review of all accounts, obtaining Client’s goals and tolerance levels, and establishing saving levels for Clients that are obtainable.
- b) \_\_\_\_\_/\_\_\_\_\_ **Retirement Planning** – A comprehensive review of Client’s existing retirement plans, including 401(k), IRA (traditional and Rollover) Roth, and any other plans that Client’s may have.
- c) \_\_\_\_\_/\_\_\_\_\_ **Estate Planning** – A comprehensive review of Client’s entire estate, if an estate plan fits with Client’s goals and financial situation. Further information will be gathered to establish an estate plan.
- d) \_\_\_\_\_/\_\_\_\_\_ **College Planning** – A comprehensive plan for future college expenses by analyzing Client's future college needs with data collected regarding these needs such as number of years till college, what type of college, in state or out of state, scholarship opportunities, money already set aside for college, and other relevant data.
- d) \_\_\_\_\_/\_\_\_\_\_ **Other-** analysis/recommendations as defined by client or rep.

**(Initial one)** The fee basis in which the services are to be provided:

\_\_\_\_\_/\_\_\_\_\_ **Hourly Fees** – Client agrees to compensate HBW for the services provided under this contract based on an \$\_\_\_\_\_ hourly fee. Estimated number of hours for contract \_\_\_\_\_. Amount collected with Contract \$\_\_\_\_\_ is due upon execution of this Contract. Choose either \_\_\_ continuous bases until either party terminates contract or \_\_\_ until anticipated end date \_\_\_/\_\_\_/\_\_\_.

HBW offers distinct Hourly fee services as stated below:

Depending on the financial planning services contracted for, HBW charges an hourly rate up to \$300 per hour. The fee is negotiable depending upon the complexity and scope of the plan and/or service, the client's financial situation and objectives. An estimate of the total time/cost will be determined at the start of the advisory relationship. In certain circumstances, the cost/time could potentially exceed the initial estimate. In such cases, HBW will notify the client and request approval of any additional fee. HBW will not require prepayment of a fee more than six months in advance and in excess of \$1,200. At the firm's discretion, HBW may offset the financial planning fees to the extent the client implements the financial plan through the Asset Management Service. Financial planning fees are negotiable and payable quarterly in arrears.

\_\_\_\_\_/\_\_\_\_\_ **Fixed Fees** – Client agrees to compensate HBW for the services provided under this contract based on an \$\_\_\_\_\_ fixed fee Basis per \_\_\_\_\_ (year, account, plan), until either party terminates the Contract. Amount collected with Contract \$\_\_\_\_\_.

HBW offers distinct fixed fee services as stated below:

Depending on the financial planning services contracted for, HBW charges a fixed fee up to \$2500. The fee is negotiable depending upon the complexity and scope of the plan and/or service, the client's financial situation and objectives. An estimate of the total time/cost will be determined at the start of the advisory relationship. In certain circumstances, the cost/time could potentially exceed the initial estimate. In such cases, HBW will notify the client and request approval of any additional fee. HBW will not require prepayment of a fee more than six months in advance and in excess of \$1,200. At the firm's discretion, HBW may offset the financial planning fees to the extent the client implements the financial plan through the Asset Management Service.

\*\*Under certain circumstances HBW offers combined ongoing financial planning and asset management services at a fixed rate of up to \$10,000 depending on the size, complexity and hours estimated to complete the project. Fees are payable quarterly in arrears and may not exceed 2.00% annually.

### Subscription Services

HBW offers subscription services for company sponsored retirement plans. HBW has entered into an agreement with 401kwealthengine.com to provide investment advice for plan participants. The subscription price is \$35/month of which HBW is compensated \$16/month.

### Advisory Services

Fees are negotiable at the discretion of HBW and are stated in the Contract for Financial Advice. For example, a fixed fee program would be used in lieu of an hourly fee program when the Client requests an ongoing service rather than a one-time review or when HBW negotiates a fixed fee for a financial plan. Fixed fees are invoiced and billed in advance at the time of signing the Contract for Financial Advice and an invoice is given to the Client. HBW cannot accept prepayment of more than \$1,200 more than six months in advance. Client will not be charged fixed fees on any account being billed by HBW on an Asset Under Management fee basis.

2. 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, HBW will refund any prepayment on a pro-rata basis.
3. Either Client or HBW may terminate the contract at any time 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. If a Client cancels, any prepaid fees will be refunded, less time spent on the plan by HBW, at the previously negotiate hourly fee. If client fails to pay HBW for services rendered 30 days after the payment is due this will terminate the Contract for Financial Advice for the accounts in which the services were not paid.
4. HBW agrees to provide, 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.
5. 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.
6. 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, a 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.
7. 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 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. 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.

9. This agreement shall be governed by the laws of California. This agreement contains all the understanding of the parties as to this agreement.
10. 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.
11. 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.
12. **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.**
13. 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.
14. By executing this Contract, Client acknowledges receipt of the fee schedule and HBW's current Form ADV, Part II.

## CLIENT DISCLOSURE

*Initial below*

\_\_\_\_\_ I understand that this analysis/financial plan/recommendation is based on information provided by me on or around \_\_\_\_\_ (date), HBW and its representatives are not responsible for the accuracy or completeness of the information I have provided.

\_\_\_\_\_ I understand that this analysis/financial plan/recommendation is not intended to provide specific legal, accounting, or tax advice. I understand that I should consult with my attorney, accountant or other professional advisors for specific advice.

\_\_\_\_\_ I understand that this analysis/financial plan/recommendation is based on certain assumptions, such as inflation, tax rates, income, expenses, and investment returns. My actual results will most likely be different from these assumptions. I understand that this analysis/financial plan/recommendation is designed to provide a basis for recommendations based on current assumptions, not predictions of the future.

\_\_\_\_\_ I understand that any asset or portfolio earnings and/or returns shown or used in this analysis/financial plan/recommendation are not intended to represent, predict, or guarantee the actual results of an investment product.

\_\_\_\_\_ I understand that this analysis/financial plan/recommendation should be reviewed as necessary. Significant changes in the information provided or in my goals, financial position or purpose of this analysis may necessitate a review or new analysis. I understand that it is my responsibility to contact my financial advisor to review my analysis/financial plan/recommendation.

Describe in detail services to be provided within this contract, include information like account information, financial plan or website: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Please make all checks payable to:*

**HBW ADVISORY SERVICES LLC**  
PO Box 2049  
Simi Valley, CA 93062

*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:

[HBW Advisory Services LLC](#)

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

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

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

\_\_\_\_\_  
Client Name (printed)