

**Client Information**

**Client**

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_  
 SSN \_\_\_\_\_ Birth Date \_\_\_\_\_  
 Home Street Address – No P.O. Box \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone Number \_\_\_\_\_  
**Citizenship:**  U.S. Citizen  Resident Alien  Non-Resident Alien\*  
 \*If owner is a resident or non-resident alien, specify country: \_\_\_\_\_. Obtain W-8  
 Supplemental Customer Identification form if non-resident. Please note: Additional documentation may be required.  
 Valid Government Issued Photo ID# \_\_\_\_\_ Issuing Entity \_\_\_\_\_ Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Other Verification Done: \_\_\_\_\_

**Co-Client**

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_  
 SSN \_\_\_\_\_ Birth Date \_\_\_\_\_ Phone Number \_\_\_\_\_  
**Citizenship:**  U.S. Citizen  Resident Alien  Non-Resident Alien\*  
 \*If owner is a resident or non-resident alien, specify country: \_\_\_\_\_. Obtain W-8  
 Supplemental Customer Identification form if non-resident. Please note: Additional documentation may be required.

This Agreement is made by and between Cetera Advisors LLC (Cetera Advisors), a broker-dealer and registered investment adviser, \_\_\_\_\_, investment adviser representative (IAR), a registered representative of Cetera Advisors, and the above-named client (Client) for the limited purposes of providing financial planning services as described below.

1. **SERVICES:** IAR agrees to meet with Client for the purpose of acquiring information concerning Client’s assets, liabilities, present and anticipated obligations and present and future income and financial goals. Client agrees to provide full and accurate information to IAR. Within a reasonable time after receipt of the information, and in reliance upon the accuracy and completeness thereof, Cetera Advisors, through IAR, will furnish Client with an evaluation addressing the following topics. (Check all that apply.)

- |   |  |
|---|--|
| <input type="checkbox"/> Asset Allocation             | <input type="checkbox"/> Financial Statement and Portfolio Reports |
| <input type="checkbox"/> Business Retirement Planning | <input type="checkbox"/> General Analysis and Planning             |
| <input type="checkbox"/> Education Funding            | <input type="checkbox"/> Insurance Needs Analysis                  |
| <input type="checkbox"/> Estate Planning              | <input type="checkbox"/> Retirement Planning/Analysis              |

2. **LIMITATIONS ON SERVICES:** Cetera Advisors and IAR do not undertake by this Agreement to have fiduciary or investment adviser status in relationship to the Client’s assets or any account(s) maintained with Cetera Advisors or with any other broker-dealer.

Pension, retirement, profit sharing or other plans governed by the Employee Retirement Income Security Act (ERISA) should not rely on advice from Cetera Advisors as investment advice in relation to any assets except those that are placed in an advisory program or specifically subject to an investment advisory contract. **ADVISER CANNOT AND WILL NOT ACCEPT THE LEGAL STATUS OF INVESTMENT ADVISER OR FIDUCIARY FOR ANY ASSETS OF THE CLIENT OUTSIDE THE SCOPE OF THIS AGREEMENT.** Client acknowledges and agrees that Cetera Advisors and IAR do not undertake fiduciary or investment adviser status in relationship to assets not placed in an investment advisory account.

Cetera Advisors and IAR do not and will not practice law or accounting nor are they acting as casualty insurance brokers, agents or representatives in giving advice to Client or in providing any advisory services under this Agreement. None of the fees for advisory services under this Agreement relate to accounting, legal services or insurance. The advisory services rendered under this



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Agreement will be restricted only to those matters described herein. Any other services are the responsibility of Client.

3. **FEES:** As compensation for rendering the services described above, Client agrees to pay Cetera Advisors the following fee either as services are rendered and a bill is received for the services or upon completion of the services and delivery of the evaluation agreed upon. The fee for these services is negotiable and Client hereby agrees that such fee shall be (check one):

\$ \_\_\_\_\_ total fee for services       \$ \_\_\_\_\_ per hour with an estimated completion time of \_\_\_\_\_ hours

4. **DISCLOSURE OF INTEREST AND CAPACITY:** IAR may recommend that Client purchase or sell investments and/or enter into other financial transactions. If Client chooses to implement such recommendations through Cetera Advisors, and this Agreement has been terminated, Cetera Advisors will act in its capacity as a broker-dealer, would not be a fiduciary to Client, and will be entitled to its usual and customary commissions in addition to the fees described above. A portion of those commissions may be paid to IAR, acting in his capacity as a registered representative. Such commissions may be reduced or waived but Cetera Advisors is under no obligation to do so. Any such reductions or waivers are fully negotiable. In addition, certain mutual funds in which Client may invest may distribute service payments to broker-dealers, including Cetera Advisors. The amount of such fees is described in the funds' prospectus. Any such fees paid by the mutual fund to Cetera Advisors are not considered in the calculation of the fees set forth above nor are they credited back to the Client.

Therefore, Cetera Advisors and IAR have a conflict of interest in recommending the purchase of products through Cetera Advisors, as does any commission-based broker-dealer. Further, affiliates of Cetera Advisors sponsor insurance and investment products, such as mutual funds, and those affiliates may receive commissions or other fees or compensation in relation to any investment or insurance product through those entities. Therefore, there is also a conflict of interest for Cetera Advisors and IAR in recommending those products. Client is under **no obligation** to act on the advice of Cetera Advisors, IAR or any other affiliated persons. If Client does follow such recommendation, Client acknowledges that he/she is under no obligation to effect the transactions through Cetera Advisors or its affiliates. Client should carefully review all sales charges, front-end or deferred and ongoing fees and loads charged in all products or service programs before investing.

5. **CLIENT'S RESPONSIBILITIES:** Client represents that all financial and other information furnished to Cetera Advisors and/or IAR relating to Client's assets, liabilities and other information is true and correct and may be relied upon by Cetera Advisors and IAR for the purpose of providing the services described in this Agreement. Client agrees to inform Cetera Advisors and IAR in writing of any material changes in Client's circumstances, which might affect the written evaluation to be provided pursuant to this Agreement. Cetera Advisors shall not have any liability for Client's failure to timely inform it of any material change in Client's financial circumstances. Client further acknowledges that the recommendations developed by Cetera Advisors and IAR are based upon the professional judgment of IAR and neither Cetera Advisors nor IAR can guarantee the results of any recommendations made. Client further acknowledges that Cetera Advisors and IAR obtain information from a wide variety of publicly available sources and that Cetera Advisors and IAR have no sources and do not claim to have sources of inside or private information.
6. **TERMINATION:** This Agreement may be terminated by any party at any time upon written notice to the other parties without penalty. Client agrees that such termination will not affect the liabilities or obligations of the parties under this Agreement. Notwithstanding anything to the contrary herein, Client shall have the right to terminate this Agreement without penalty within five (5) business days of the date set forth below after Client's signature of this Agreement. This Agreement terminates at the time the services referenced in Section 1 have been rendered to the Client(s). This contract is not to be used as the basis for an ongoing advisory arrangement or relationship.
7. **GOVERNING LAW; ARBITRATION:** Client hereby agrees that all controversies, which arise between the parties concerning any transaction or the construction, performance, or breach of this Agreement that cannot be settled, shall be submitted to arbitration in accordance with the rules then in effect of the Financial Industry Regulatory Authority, Inc. (FINRA). Arbitration must be commenced within the applicable statute of limitations. All awards rendered by the arbitrators shall be final and judgment upon the award may be entered in any court of competent jurisdiction. Client hereby acknowledges the following:
- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
  - 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.

- e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- f) 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.
- g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- h) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

**8. ASSIGNMENT:** This agreement cannot be assigned by any party without the consent of all parties; provided, however, that Cetera Advisors may transfer its rights and obligations under this Agreement if such transaction does not constitute an “assignment” for the purpose of the Act. In the situation where this Agreement is deemed assigned by action of law due to a change in control of the ownership of Cetera Advisors, then client consent may be obtained by written notice and non-response only as and to the extent allowed by applicable law, rule or regulation.

**9. DISCRETIONARY POWER:** This Agreement does not grant discretionary power to Cetera Advisors or IAR.

**10. RECEIPT OF WRITTEN INFORMATION:** By signing this Agreement, Client acknowledges receipt of a copy of Cetera Advisors’ Form ADV Part 2A, Part 2B and a copy of Cetera Advisors’ Privacy Policy.

**TO THE CLIENT: PLEASE READ CAREFULLY BEFORE SIGNING:**

Client acknowledges that Cetera Advisors is relying upon the following representations of Client in undertaking this assignment. By signing below, Client represents:

1. Client has carefully read this agreement and the Form ADV Part 2A and Part 2B of Cetera Advisors, especially as related to conflicts of interest and the specific roles of Cetera Advisors and IAR;
2. Client will not rely, and is not relying upon, any oral or other representations or understandings that are contrary to this Agreement or the disclosures of Form ADV Part 2A or any disclosure brochure;
3. Cetera Advisors terminates its role as investment adviser upon delivery of the advice subject to this contract unless there is another advisory agreement executed with Cetera Advisors;
4. Should Client execute transactions related to this advice or otherwise through Cetera Advisors, Client understands that Cetera Advisors will be acting as a broker and not as an investment adviser; and
5. Client understands that this Agreement contains a pre-dispute arbitration clause in paragraph 7 above and Client has reviewed it carefully. This pre-dispute arbitration clause applies to all contracts, services and transactions with Client by Cetera Advisors, IAR or their affiliates.

\_\_\_\_\_  
Print Client Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Co-Client Name (if applicable)

\_\_\_\_\_  
Co-Client Signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print IAR Name

\_\_\_\_\_  
Rep Number

\_\_\_\_\_  
IAR Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Designated Supervisor Accepting on Behalf of Cetera Advisors

\_\_\_\_\_  
Designated Supervisor Signature

\_\_\_\_\_  
Date

**FACTS****WHAT DOES CETERA ADVISORS DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ social security number and birth date</li> <li>▪ income, assets, net worth and credit history</li> <li>▪ account balances and transaction history</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Cetera Advisors chooses to share; and whether you can limit this sharing.

<b>Reasons We May Share Your Personal Information</b>	<b>Does Cetera Advisors share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes –</b> to process transactions, and maintain your account(s), respond to court orders or legal investigations or report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>▪ Call 888-447-8608 – our menu will guide you through your choices</li> </ul> <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit sharing.</p>
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<b>Questions?</b>	Call (888) 406-2444 or visit <a href="http://www.ceteraadvisors.com">www.ceteraadvisors.com</a>
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**Who We Are**

**Who is providing this notice?** Cetera Advisors LLC, Cetera Advisors Insurance Services LLC, Cetera Insurance Agency LLC

**What We Do**

**How does Cetera Advisors protect your personal information?** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

- In addition to physical and electronic safeguards, we have implemented security standards and procedures to protect your information, including employee training, limited employee access and the use of confidentiality agreements.

**How does Cetera Advisors collect my personal information?** We collect your personal information, for example, when you:

- open an account or deposit money
- direct us to buy or sell securities
- seek advice about your investments or enter into an investment advisory contract

We also collect your personal information from other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

**State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.**

**What happens when I limit sharing for an account I hold jointly with someone else?** Your choices will apply to everyone on your account.

**Definitions**

**Affiliates** Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a Cetera name; and financial companies such as First Allied Holdings companies, The Legend Group, Summit Financial Services Group, Girard Securities, Inc. and Tower Square Investment Management.*

**Nonaffiliates** Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Our nonaffiliate partners include categories of companies such as financial institutions.*

**Joint Marketing** A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include categories of companies such as financial institutions.*

**Other Important Information**

- If your account was opened at a financial institution, and that financial institution decides to enter a relationship with a new financial services provider, we may share your information with the new provider so that your account may continue to be serviced. If your advisor is not affiliated with a financial institution and leaves Cetera Advisors to join another firm, he/she may retain your personal information, in electronic and/or paper form, so that he/she may continue to service your account.
- Accounts with a California, Vermont, Massachusetts, Maine, Alaska or North Dakota mailing address are automatically treated as if they have limited the sharing as described on page 1, and account information will not be shared in connection with a financial advisor transition as described above, unless we receive your written consent.
- California residents: We will not share your personal information with a financial company for joint marketing purposes except as required or permitted by law.
- Vermont residents: For joint marketing with other financial companies, we will disclose only your name, contact information, and information about your transactions, unless otherwise required or permitted by law.