

# ACCOUNT INFORMATION FORM



Information provided on this New Account Form will in part assist your representative in making recommendations for your portfolio.

Please make every effort to ensure the information is as complete and accurate as possible.

*The information requested on this account form will help us comply with various securities regulations and rules and the USA Patriot Act, a Federal law that requires all securities firms to obtain, verify, and record information that identifies each applicant. Please Note: If we cannot verify the information you provide, we may be required to restrict or deny your account.*

All applicants must provide the information below. Non-resident aliens, also include a completed W-8BEN

## Fiduciary Relationship

### FIDUCIARY 2::

ID Type:  
Place of Issuance

Issue Date:  
Document Number

Expiration Date;

### FIDUCIARY 3:

ID Type:  
Place of Issuance:

Issue Date:  
Document Number:

Expiration Date:

### Type of Account:

Number of Dependents:

Co-Applicant Number of Dependents:

### PART I FIDUCIARY 2

Name  
  
Home Address  
  
  
  
Personal Telephone No.  
  
Social Security No.  
  
Date of Birth  
Country of Citizenship  
  
Occupation  
  
Employer  
Employer Address  
  
  
Business Telephone No.  
  
Marital Status

### FIDUCIARY 3

Name  
  
Home Address  
  
  
  
Home Telephone No.  
  
Social Security No.  
  
Date of Birth  
Country of Citizenship  
  
Occupation  
  
Employer  
Employer Address  
  
  
Business Telephone No.  
  
Marital Status

Information about SIPC (Securities Investor Protection Corporation), including the SIPC Brochure, may be obtained by calling SIPC at (202) 371-8300 or by accessing the SIPC website: [www.sipc.org](http://www.sipc.org).

Investor Education and Protection Program: Pursuant to FINRA Rule 2280, the following information is provided to you regarding the Public Disclosure Program. You may obtain the investor brochure describing the program by calling the hotline # 1-800-289-9999 which is open from 8:00 am to 8:00 pm eastern time. You can also obtain information at the FINRA website address: [www.finra.org](http://www.finra.org).

#### **PART IV CUSTOMER'S AGREEMENT**

In consideration of your accepting one or more accounts of the undersigned (whether designated by name, number or otherwise) and you're agreeing to act as brokers for the undersigned in the purchase or sale of securities, the undersigned agrees as follows:

**1. ARBITRATION:**

- (I) Arbitration is final and binding on the parties,
- (II) The parties are waiving their right to seek remedies in court, including the right to jury trial.
- (III) Pre-arbitration discovery is generally more limited than and different from court proceedings.
- (IV) The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- (V) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Unless void pursuant to the federal securities laws, any dispute, claim or controversy arising out of or relating to this account including any transaction, or the construction, performance or breach of any terms of this agreement or any other agreement between us entered into prior, and/or subsequent to the date hereof, shall be settled by arbitration in accordance with the Financial Industry regulatory

Authority code of arbitration procedure in the FINRA forum closest to the Firm's home office.

**2. LEGAL PROVISION:** If a dispute, claim or controversy occurs between KCD and the client regarding investments, except where otherwise stated, no party to this agreement will be entitled to punitive damages, court costs, attorney's fees, interest or profits a party would have received from another investment and will be entitled to recover only actual investment losses, less any dividends and interest received. In no event will the client be entitled to recover more than his actual dollar amount invested less any residual value and less total interest or dividend income received. All parties to this agreement agree that KCD, its officers, directors, and agents have no liability for transactions that the client enters into prior to doing business with KCD, from business consummated with representatives of other firms, for business consummated with past representatives of KCD, and for investments transacted and settled at other firms that were subsequently transferred to KCD. The client agrees to hold harmless and indemnify KCD, its officers, directors, and agents, for transactions the client enters into prior to doing business with KCD, from business consummated with representatives of other firms, and for investments made at other firms. The client warrants that he is capable of viewing prospectuses electronically and will accept delivery of prospectuses and other material by electronic media including, but not limited to: PDF & TIFF files. Both client and KCD agree that it is critical for the client to disclose his financial position to the firm; nevertheless, should the client refuse to disclose this information on the second page of this agreement, no party will be liable for transactions in the client's account that may later be found unsuitable for the client's financial situation.

**3. TRANSACTIONS EXECUTED AWAY FROM KCD:** Often representatives of KCD are dually licensed as insurance agents. Only the sale of securities is supervised by KCD, not the sale of fixed insurance products. The client will not hold KCD nor its officers or directors responsible for investments, or insurance products that are sold to the client under the auspices of the representative acting in a dually licensed capacity.

**4. UNAPPROVED TRANSACTIONS:** If you receive confirmation for the purchase or sale of a transaction that was not approved by you, please contact us immediately. The Chief Compliance Officer can be reached at 920-347-3400.

**5. RESPONSIBILITIES OF CLIENT AND NOTIFYING US OF ERRORS:** You agree to notify us immediately, then follow up immediately, by mail carrier, mail delivery service, or courier service of your choice that provides proof of delivery, if:

- you received confirmation for an order you did not place, or any similar conflicting report,
- any of the following occurs; trade errors, transfer errors, irregularities of any nature, including but not limited to; disagreements with executions, margin interest, timeliness of order entry, spelling errors, account information errors, or any dissatisfaction of any nature,
- you do not receive a confirmation after each transaction, or a monthly account statement,
- you receive a monthly statement, quarterly if there is no activity, that shows transactions, but you did not receive confirmations for those transactions, or the transactions you see were unauthorized, unfamiliar or you did not understand them,
- you receive a confirmation statement that does not have the official company logo, or the company's home office address,
- there is any other type of discrepancy or suspicious or unexplained occurrence relating to your account,
- you consider any transaction unsuitable or inconsistent with your financial situation and/or needs, risk tolerance, or not in keeping with your explicit instructions,
- you do not completely and totally understand the investment or transaction listed on your confirmation and/or on your monthly or quarterly statements or how the investment works or functions,
- your account representative becomes unavailable to consult with or talk with either by phone or in person,
- you are not completely in agreement with your confirmation statements and/or monthly or quarterly statements or any communication from the company,
- you were asked by a representative of the company to loan him/her money,
- there are any unexplained or questionable fluctuations in securities prices or monthly or quarterly statement account values,
- you do not completely understand all the terms, and/or vernacular on any communication or document you receive from us, or organizations you are invested in through us, and if at any time you do not completely and thoroughly understand the investments you are invested in,
- a transaction was conducted in your account without your; consent, knowledge, permission, or without your explicit instructions,

- you believe, you were told, or you were led to believe that an investment is risk free,
- you do not understand the costs, and surrender charges, if any, on any investment you purchase,
- your memory becomes foggy or do not remember exactly how an investment functions or exactly how it works,
- you do not understand how you may lose money in an investment, or you do not understand the investment you are in,
- you are asked to loan money to any representative or if you have loaned money to any representative of KCD, even though it is strictly forbidden by this agreement

6. **LIMITS OF OUR RESPONSIBILITY:** You agree that we are not responsible for any losses you incur (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) as a result of any of the following:

- investment decisions or instructions that you placed on your own account, or other such actions attributable to you or any authorized person,
- occurrences related to governments or markets, including but not limited to: restrictions, suspensions of trading, or high market volatility or trading volumes new government programs or termination of existing government programs,
- uncontrollable circumstances in the world at large, including but not limited to, wars, earthquakes, oil spills, power outages, or unusual conditions,
- with respect to electronically provided market data or other information provided by third parties, any flaw in the timing, transmission, receipt, or substance (such as any inaccuracy, error, delay, omission, or sequence errors, any nonperformance, or any interruption of information), regardless of who or what has caused it to occur,
- difficulties receiving information or accessing your account that are due to the equipment you use, including difficulties resulting from technical incompatibilities, malfunctions, inherent limitations, or interruptions in service,
- If any service failure is determined to be our responsibility, we will be liable only for whatever benefit you would have realized up to the time by which you should have notified us, as specified earlier in "responsibilities of client and notifying us of errors."
- the client will be responsible for his/her own qualified plan required distributions. The client will not hold KCD or its representatives responsible for any amounts that the client may fail to distribute. KCD and its representatives will only act upon the clients written instructions,
- client understands that KCD does not offer legal or tax advice. Furthermore, KCD will not assume the responsibility for the client's tax reporting or record keeping.

7. **ALL INVESTMENTS INVOLVE POTENTIAL LOSS OF PRINCIPAL:** The client warrants that he fully understands and accepts that all investments are subject to risks and that he may lose all or a portion of his principal. The client warrants that he understands and accepts that some investment risks are known, and others are unknown. Some known investment risks include, but are not limited to: inflation, deflation, lost opportunity cost, market risk, loss of principal, extension risk, prepayment risk, loss of interest, loss of coupon and dividends, recapture, interest rate risk, reinvestment risk, purchasing power risk, bankruptcy risk, poor management risk, fraudulent accounting, embezzlement, adverse government legislation, style drift, penalties for early withdrawal, surrender charges, investment strategies may not attain or meet their objective, and that an aftermarket may not exist for investments. Client understands and accepts that there are no guarantees when it comes to investing. By signing this form the client understands and accepts that he may lose all or part of his investment. The client warrants that he fully and completely understands and accepts that investments of any nature involve risk and he accept all risks associated with his purchase and understands that substantial commissions may be generated by the transactions he consummates. The client warrants that he understands and accepts that all investments have a high degree of risk, and that no representative of KCD has apprised him otherwise. The client warrants that he fully and completely understands that the Securities Investor Protection Corporation (SIPC) insures accounts against financial failure of KCD Financial, Inc. and that it does not protect his account from market and investment losses.

I/We acknowledge the above information is accurate and I/we will receive a copy of this form after KCD Manager approval. I/We have/will receive a copy of the KCD CUSTOMER INFORMATION BROCHURE, including the PRIVACY STATEMENT, SIPC contact information, and BUSINESS CONTINUATION PLAN and agree to receive future annual Customer Information Brochures from KCD by accessing their website ([www.kcdfinancial.com](http://www.kcdfinancial.com)). I/We understand if this KCD office is located on BANK PREMISES, securities products and services offered are not insured by the FDIC, are not bank products, are not guaranteed by the bank and are subject to risks and possible loss of principal. **I/We certify that I/we have been given time to read and have read all of the information in this agreement and agrees to and understands the terms and conditions set forth in this document.**

I/We acknowledge the above information is accurate and I/we will receive a copy of this form after KCD Manager approval. I/We have/will receive a copy of the KCD CUSTOMER INFORMATION BROCHURE, including the PRIVACY STATEMENT, SIPC contact information, and BUSINESS CONTINUATION PLAN and agree to receive future annual Customer Information Brochures from KCD by accessing their website ([www.kcdfinancial.com](http://www.kcdfinancial.com)). I/We understand if this KCD office is located on BANK PREMISES, securities products and services offered are not insured by the FDIC, are not bank products, are not guaranteed by the bank and are subject to risks and possible loss of principal. **I/We certify that I/we have been given time to read and have read all of the information in this agreement and agrees to and understands the terms and conditions set forth in this document.**

\_\_\_\_\_  
Signature of Fiduciary 2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Fiduciary 3

\_\_\_\_\_  
Date

## PART VI REGISTERED REPRESENTATIVE STATEMENT AND SIGNATURES

I am acquainted with this customer, have discussed their investment objectives, and based upon information furnished by the customer, and other information which may be known by me and which is noted above, I believe that the information adequately depicts the client's circumstances and objectives. I am licensed to transact business in the client's state of residence.

\_\_\_\_\_  
Signature of Representative                      Date                      Rep No.

\_\_\_\_\_  
Manager/Principal Approval                                              Date

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Printed Name of Manager / Principal Approval