

# Unallocated Non-Registered Variable Contract Application, Acceptance, & New Business Agreement

American United Life Insurance Company®  
P. O. Box  
Indianapolis, Indiana 46206-0368

Version 1.0 -- 04/2008

Contract Number \_\_\_\_\_

Contract Effective Date \_\_\_\_\_

Contract Suffix Number \_\_\_\_\_

Plan Sponsor's State of Domicile \_\_\_\_\_

The Proposed Contractholder identified below hereby applies to American United Life Insurance Company (AUL) for the Group Annuity Contract Number identified above. This completed form must be approved by the AUL Corporate Office before a group annuity contract will be issued.

## Contract Type:

Unallocated Variable (15SP)

## Select Plan Type (select only one):

(1) 3121 or Special Pay 401(a)     (7) 3121 457(b) governmental     (R) HRA Trust/VEBA governmental     (S) HSA governmental     (T) GASB 45 OPEB Trust/VEBA governmental

## Select Product Type (select only one):

E0     E1     R2     E0B     E1B     R2B

## Select Business Type (select only one):

Start-up     Takeover

## General Information

Proposed Contractholder:		
Employer's Identification Number (EIN):		
Executive Contact:	Phone # :	Fax # :
Executive Contact's Address:		
Executive Contact's Email Address:		
Administrative Contact:	Phone # :	Fax # :
Administrative Contact's Address:		
Administrative Contact's Email Address:		

## Producer Information

Primary Producer:	Primary B/D:
Primary Producer Address:	
Primary Producer Email Address:	
Primary Phone:	Primary Fax:

## TPA Information

MidAmerica, Administrative & Retirement Solutions, Inc.  
211 East Main Street, Suite 100  
Lakeland, FL 33801  
800.430.7999

## Investment Option Selection

NOTE: See your AUL representative for any limitations.

### PLAN-LEVEL DEFAULT INVESTMENT OPTIONS:

The plan-level default option is the investment option into which we will allocate participant contributions when we are missing the participant's investment option direction.

Select **only one** of the plan-level default investment options below:

- 100% Fixed Interest Account (I2) (Note: The FIA is not QDIA-compliant.)
- 100% OneAmerica Asset Director (A9)
- 100% American Century Strategic Allocation: Moderate (MM)

**QUALIFIED DEFAULT INVESTMENT ALTERNATIVE:** If you are the sponsor of a plan subject to ERISA, you may want to elect a plan-level default investment option that is a "Qualified Default Investment Alternative" (QDIA) as defined under applicable law and regulations. If certain conditions are satisfied, plan fiduciaries can rely on safe harbor relief from fiduciary liability related to investment outcomes experienced in connection with contributions defaulted into the default investment option for those participants who failed to provide investment direction. However, fiduciaries are not relieved of their obligation to prudently select and monitor the default investment option, or from any liability that results from failure to do so. The investment options directly above have all been reviewed by the related fund company and determined by it to meet the definition of a QDIA under applicable law. If you intend for the plan-level default investment option you have chosen above for your plan to be QDIA-compliant, please mark the box below.

I intend for my plan-level default investment option to be a Qualified Default Investment Alternative. I understand that a notice must be provided to participants and beneficiaries at least 30 days prior to either the initial investment in a QDIA or eligibility for the plan. In addition, an annual notice must be provided no less than 30 days prior to the beginning of each subsequent plan year that contributions continue to be invested in the QDIA.

**INCOMPLETE ACCOUNT INFORMATION:** If AUL has not received investment direction for the contract, any contributions received will be deposited into the Default Option. Any money allocated to the Default Option will remain there until the contractholder transfers monies out of the Default Option.

**REVENUE SHARING STATEMENT:** AUL participates in revenue sharing agreements with Fund Companies. The amount of revenue sharing ranges from 0 to 0.75% and can comprise of a combination of the following factors: 12-b(1) fees, Sub T-A Fees, Shareholder Services Fees or some other factor as described in the Participation Agreement between AUL and each Fund Company.

**AUL FIXED INTEREST ACCOUNT (FIA) TRANSFER RESTRICTIONS:** There will be a transfer restriction that applies to FIA transfers.

For plans with \$2,500 or more in the FIA at the beginning of the contract year, up to 20% of that amount may be transferred during that contract year.

For plans with less than \$2,500 in the FIA at the beginning of the contract year, any amount may be transferred from the FIA during that contract year.

<b>INVESTMENT OPTIONS</b>		
<b>Asset Class/ Investment Style Focus</b>		<b>Investment Option</b>
<b>Fixed Interest/Cash</b>		
Fixed Interest	X	AUL Fixed Account(I2)
Cash	X	OneAmerica Money Market(AB)
<b>Intermediate-Term Bonds</b>		
Int Term Bond	X	OneAmerica Investment Grade Bond(AA)
<b>Managed Asset Allocation</b>		
Managed Asset Allocation	X	Russell 2010 Strategy Fund(Y6)
	X	Russell 2020 Strategy Fund(Y7)
	X	Russell 2030 Strategy Fund(Y8)
	X	Russell 2040 Strategy Fund(Y9)
<b>Large-Cap Stocks</b>		
Large Cap Value	X	AllianceBernstein Value Fund(75)
Large Cap Blend	X	American Century Equity Growth(MQ)
Large Cap Growth	X	T. Rowe Price Growth Stock(T6)
<b>Mid-Cap Stocks</b>		
Mid Cap Value	X	OneAmerica Value(AC)
Mid Cap Blend	X	AIM Mid Cap Core Equity(H6)
<b>Small Cap Stocks</b>		
Small Cap Growth	X	Fidelity Advisor Small Cap(EE)
	X	Lord Abbett Small-Cap Blend(24)
<b>Foreign Stocks</b>		
Foreign Value	X	T. Rowe Price International Growth & Income(T9)
<b>Foreign Stocks</b>		
	X	Thornburg International Value(32)
<b>Balanced</b>		
Balanced	X	American Century Strategic Alloc Aggres(MK)
	X	American Century Strategic Alloc Conser(ML)
	X	American Century Strategic Alloc Moderate(MM)
	X	OneAmerica Asset Director(A9)

### **Withdrawal Charge**

A withdrawal charge will not be applied under this contract.

### **Asset Charge**

The Asset Charge is listed in the contract and will not exceed 1.25%

### **Summary of Billable Expenses**

Currently, there are none.

### **Contract Termination Provisions**

Upon termination of the contract, the Account Value of the variable Investment Accounts is determined and is then transferred to the FIA. After this is done, the resulting FIA Withdrawal Value must be taken in 5 equal annual installments. A cash lump-sum payment of monies invested in either the variable Investment Accounts or the FIA is not an available option. This restriction applies to all Contribution sources.

The Proposed Contractholder hereby requests **only** investment recordkeeping for assets held in the applied-for Contract, and does not request any other recordkeeping or administrative services. AUL will only maintain recordkeeping of assets at a contract/plan-level. Furthermore, AUL will not be providing statements, confirmations, or any other reporting to the Contractholder.

The Proposed Contractholder hereby acknowledges and agrees that, as Plan Fiduciary, it has the sole responsibility for assuring that the Plan complies with all applicable state and federal law, including ERISA, the Internal Revenue Code, and securities laws, both in form and in operation.

The Proposed Contractholder hereby acknowledges and agrees that MidAmerica Administrative & Retirement Solutions, Inc. is the Third Party Administrator (TPA) and Plan Administrator, and that, other than in this Unallocated Contract Application, Acceptance, and Agreement form, AUL shall accept direction and instructions regarding both the Plan and the Contract only from MidAmerica, and shall not accept direction and instructions directly from the Contractholder.

### **Facsimile/Electronic Media Acceptance Agreement**

Instructions provided to AUL and its agents to execute, cancel, or otherwise proceed with transactions including those related to, but not limited to, enrollments, loan applications, distributions, and correspondence will be accepted via facsimile, copy, or via other electronic media. This agreement does not include retirement plan adoption agreements, group annuity contracts, amendments thereto, the annual census, and Notice, Election & Release or Contract Settlement Agreement documents.

This agreement includes instructions from the TPA, Plan Sponsor, Plan Administrator, and/or Contractholder. The Contractholder and TPA will indemnify and hold harmless AUL for all claims, losses, liabilities and expenses, including legal fees and expenses, resulting from any action taken or not taken by AUL in good faith in accordance with this agreement.

### **Electronic Contribution Processing and Employee Data Gathering**

The Employer/Plan Sponsor/TPA has elected to send contributions and employee information electronically using tools provided by AUL. The Employer/Plan Sponsor agrees to allow AUL to debit its checking account for the allocable contribution amount shown on each of its contribution listings submitted to AUL. Additionally, the Employer/Plan Sponsor/TPA agrees that AUL can rely on information provided through the electronic data transmission vehicles. To establish electronic data transmission accounts, you must first complete an Electronic Data Transmission Account Profile available from AUL.

### **Preliminary Agreement for the Group Annuity Contract**

- (1) Upon the date a contribution is made to the Contract following the Proposed Contractholder's receipt of the Contract (but no earlier than 60 days after the Contract Date of Issue), if AUL does not receive a signed acceptance of the Contract at its Corporate Office by that date, the Proposed Contractholder shall be deemed to have accepted the Contract and any accompanying amendment to the Contract by the making of such contribution. The Contract and any accompanying amendment shall be effective as of the effective dates shown on the Contract and amendment.
- (2) If the Contract is not accepted or deemed accepted, and if the Proposed Contractholder notifies AUL at its Corporate Office in writing that it will not accept the Contract, the following amount shall be paid in a single sum to the Proposed Contractholder on a mutually agreed-upon date: any contributions to the Contract which have been allocated to AUL's general asset account, plus interest credited thereon as determined pursuant to the Contract, which remain in AUL's general asset account as of such date of payment, plus the value, as determined by AUL pursuant to the contract as of such date of payment, of any accumulation units in any AUL separate account which were purchased with contributions to the contract and which are held on such date of payment. AUL shall make such payment only upon receipt at its Corporate Office of a proper form signed by the Proposed Contractholder and, if

applicable, by the employer sponsoring the retirement plan for which the Contract is to be a funding vehicle, releasing AUL, its agents, and its employees from any and all liability arising out of such payment by AUL.

- (3) This Preliminary Agreement shall terminate when:
- (A) the signed Contract acceptance is received by AUL at its Corporate Office; or
  - (B) the Contract is deemed accepted under Section (1) above; or
  - (C) payment is made by AUL pursuant to Section (2) above.

### **Fiduciary Acceptance**

Any reference to Contractholder in this Application, Acceptance, and Agreement should be read as Proposed Contractholder until the applied-for group annuity contract goes into effect.

I, the undersigned, as TPA/Plan Administrator of the \_\_\_\_\_ ('Plan'), hereby appoints AUL as the TPA/Plan Administrator's agent for the sole purpose of executing the Plan's investment instructions through the OneAmerica TeleServe® and Account Services systems. It is understood that AUL will execute the Plan's investment instructions received through the OneAmerica TeleServe® and Account Services systems effective as of the close of business on the valuation date, as referenced in your contract, in which AUL receives the request. It is further understood that AUL has no direction or authority to alter or decline to execute any Plan's investment instructions received through the OneAmerica TeleServe® or Account Services systems, unless such instructions are impossible to execute. If any such instructions are impossible to execute, AUL will so notify the TPA/Plan Administrator before the instructions are accepted by OneAmerica TeleServe® or Account Services. All investment instructions received and executed through the OneAmerica TeleServe® or Account Services system will be confirmed in writing to the TPA/Plan Administrator within ten business days.

The Contractholder, TPA/Plan Administrator, and AUL hereby agree by signing below, that they will be bound by the terms of this Application, Acceptance, and Agreement as of the date of AUL's acceptance. The terms of the Preliminary Agreement are superseded by the terms of the applied-for Contract as issued by AUL, and the Contract is accepted or is deemed accepted under the provisions of the Preliminary Agreement. If an amendment accompanies the issued contract, the Contractholder must sign and date the amendment and return a copy to AUL.

Electronic acceptance of this Application, Acceptance, and Agreement by AUL, Indianapolis, Indiana indicates that AUL has reviewed its contents along with all other required materials and has accepted its terms, and is equivalent to AUL's written signature.

**NON-REGISTERED VARIABLE ANNUITY OFFERING REPRESENTATION**  
**(For governmental applicants with an HRA or a GASB 45 OPEB Plan)**

The undersigned Employer and Trustee(s) understand that American United Life Insurance Company (AUL), in reliance on the following representations and warranties, will offer a non-registered variable annuity contract to the Employee Benefit Trust or the VEBA Trust entered into by and between the Employer and the Trustee, dated \_\_\_\_\_, in connection with certain benefit plans offered by the Employer for the exclusive benefit of its employees. Such offer is based upon the governmental plan exception to securities registration under Section 3(a)(2) of the Securities Act of 1933.

**REPRESENTATIONS AND WARRANTIES**

**EMPLOYER**

The Employer hereby represents and warrants that:

- (1) the Employer is a State, or political subdivision of a State, or agency or instrumentality of a State or political subdivision, within the meaning of Section 414(d) of the Internal Revenue Code of 1986 ("Code");
- (2) the Employer has authority under applicable State laws and regulations to enter into, maintain, and establish said Employee Benefit Trust or VEBA Trust (and benefit plan(s) thereunder);
- (3) any contributions to the Trust shall be made exclusively by the Employer or its employees and held for the exclusive benefit of the employees;
- (4) the Employee Benefit Trust is exempt from taxes under Code Section 115, or the VEBA Trust is exempt from taxes under Code Section 501(c)(9); and
- (5) the Employee Benefit Trust or the VEBA Trust (and benefit plan(s) thereunder) is a governmental plan as defined in Code Section 414(d), established for the exclusive benefit of the employees of the Employer.

**TRUSTEE**

The Trustee hereby represents and warrants that:

- (1) the Employee Benefit Trust or the VEBA Trust was established to secure and hold funds to be contributed by the Employer under certain benefit plans sponsored by the Employer;
- (2) the Trust assets will be held for the exclusive benefit of the Employer's employees, and no portion of the corpus or income of the Trust will revert to the Employer or otherwise divert to third parties, except to pay for reasonable administrative expenses incurred by the Trust;
- (3) the Employee Benefit Trust is exempt from taxes under Code Section 115, or the VEBA Trust is exempt from taxes under Code Section 501(c)(9); and
- (4) the Employee Benefit Trust or the VEBA Trust (and benefit plan(s) thereunder) is a governmental plan as defined in Code Section 414(d), established for the exclusive benefit of the employees of the Employer.

IN WITNESS WHEREOF, the undersigned have executed this Representation on the signature page below, on the date(s) set forth on the signature page below.

**Application for, and Acceptance of, the Contract:**

**APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY FOR  
A GROUP ANNUITY CONTRACT**

\_\_\_\_\_ (hereinafter called the Applicant) hereby applies for Group Annuity Contract Number G\_\_\_\_\_. This application is made a part of said contract, which is hereby approved and its provisions and conditions accepted. This application is executed in duplicate, one counterpart being attached to said contract, and the other being returned to American United Life Insurance Company. It is agreed that this application supersedes any previous application for said contract.

**STATE NOTIFICATION**

*All states excluding those states listed below: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.*

**In Colorado,** any person who knowingly provides false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company commits a crime. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**In Florida,** any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**In Louisiana, Pennsylvania, and Tennessee,** any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**In Maine and Washington,** any person who knowingly provides false, incomplete or misleading information to an insurance company for the purpose of defrauding the company commits a crime. Penalties may include imprisonment, fines or denial of insurance benefits.

**In New Jersey and Virginia,** any person who includes any false or misleading information on any application for an insurance policy is subject to criminal and civil penalties.

**In Florida:** Does this group annuity contract replace any existing group annuity contract?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

If yes, submit any required replacement forms.

By signing and completing the information below, the following parties hereby agree to this Unallocated Contract Application, Acceptance, and New Business Agreement.

Dated at \_\_\_\_\_ on \_\_\_\_\_

APPLICANT/PROPOSED CONTRACTHOLDER/PLAN FIDUCIARY

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

AUL RETIREMENT SERVICES OFFICER

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

TPA/PLAN ADMINISTRATOR

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

SOLICITING PRODUCER

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Florida License ID No. (for Florida Applications)

ID No. \_\_\_\_\_

For governmental employers applying for a variable group annuity contract to be used with an HRA or a GASB 45 OPEB Plan, by signing and completing the information below, the following parties hereby agree to the "Non-Registered Variable Annuity Offering Representation" above.

"EMPLOYER" (with respect to Employer representations only)

\_\_\_\_\_

Dated: \_\_\_\_\_

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

TRUSTEE(S) (with respect to Trustee representations only)

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

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Name: \_\_\_\_\_



# Investment Disclosure Form



11440 Jog Road Palm Beach Gardens, FL 33418  
561-472-2700 Fax 561-472-2777

**GWN Securities would like you to be fully aware of potential risks and liabilities. Please read the information contained in this disclosure before signing.**

- A fully completed disclosure form must be signed by the client(s), Registered Representative(s), and Supervising Principal
- **Separate disclosure information is required for each transaction**

**Section 1: Customer Information** (Must be completed in all cases)

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Owner Name \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_

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Owner Name \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_

Account Type:  Non-Qual    403(b)    529 Plan (Complete Section 4)    IRA (Roth, SEP, etc)    Other \_\_\_\_\_

Name of Product Being Purchased Today \_\_\_\_\_

Type of Product:    Variable Annuity (Complete Sections 2 and 7)    Mutual Fund (Complete Sections 3 and 7)

Source(s) to fund investment: \_\_\_\_\_  
(i.e. Check, SRA, Transfer/Rollover) If transferring or exchanging one product for another, complete Sections 6.

**Section 2: Variable Annuities** (To be completed for all VA Purchases)

Sales Charge on New Product: \_\_\_\_\_ Fees (i.e. M&E Expenses): \_\_\_\_\_ Free Look Period: \_\_\_\_\_

I will incur a surrender charge on my new variable annuity contract starting at \_\_\_\_\_ % and decreasing over \_\_\_\_\_ years. The contract charges for my new variable contract are disclosed in the prospectus, which I have received.

Riders or Special Features: \_\_\_\_\_

_____	_____
<small>Feature</small>	<small>Cost</small>
_____	_____
<small>Feature</small>	<small>Cost</small>

**X** \_\_\_\_\_ (CLIENT INITIALS) I understand that the features/enhanced riders listed above have additional costs as noted above. In addition, I believe that the benefits of these features are needed based on my situation and best suits my objectives and circumstances.

Describe the intended use of this variable annuity: \_\_\_\_\_

What is the investment time horizon for this product? \_\_\_\_\_ (years)

What are your total investment assets? \$ \_\_\_\_\_ Total Life Insurance? \$ \_\_\_\_\_

Will there be any liquidity needs taking into account your health, age, income, net worth, number of dependents, etc. during the life of this contract? (Example of liquidity needs might be income, purchasing a home, medical or educational expenses.)    Yes    No

**If yes**, please describe the need and how this contract can accommodate the need for liquidity. \_\_\_\_\_

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**X** \_\_\_\_\_ (CLIENT INITIALS) I understand that the purchase of a variable annuity is a long term investment product that lacks liquidity and will have penalties for early withdrawal.

**X** \_\_\_\_\_ (CLIENT INITIALS) Annual income range, net worth (exclusive of farm, home, furnishings, etc.) investment objectives, tax bracket are as indicated on the GWN Customer Agreement.

**Replacements**

Is this product replacing an existing annuity or life insurance contract?    Yes    No

**X** \_\_\_\_\_ (CLIENT INITIALS) If yes, I affirm that my representative and I have thoroughly discussed replacing my existing annuity or life insurance contract including whether I will incur a surrender charge, be subject to the commencement of a new surrender charge, lose existing benefits, and/or be subject to increased fees or charges. I understand the nature of this annuity or life insurance contract, believe it meets my objectives, and can afford it based on the financial information I have disclosed to my representative. In making this decision, I have considered product enhancements, cost structures, and surrender charges.

**Section 2 continued: Variable Annuities** (To be completed for all VA Purchases)

**Replacements**

My existing contract has the following benefits, features or special riders: \_\_\_\_\_

My existing contract has a death benefit of \$\_\_\_\_\_, Interest Rate Guarantee of \_\_\_\_\_, and Expenses/Charges/Fees of \_\_\_\_\_. I am replacing my existing contract for the following reason(s): \_\_\_\_\_

Have any of your annuity contracts been the subject of an exchange/transfer within the preceding 36 months?  Yes  No

**Variable Contracts Held In Tax-Qualified Plans** Will this product be held in a tax-qualified plan?  Yes  No

**X** \_\_\_\_\_ (CLIENT INITIALS) If yes, I am aware that my qualified plan allows for the tax-deferred accrual of earnings and, therefore, the tax-deferred accrual feature of the variable contract provides no additional tax benefits. The recommendation of this product for my plan was supported by benefits other than the tax-accrual feature of the variable product. If I am purchasing a Section 403(b) annuity I understand amounts may only be paid when I reach 59 1/2, upon severance from employment, or upon death or disability. I am aware that, if I am (or will be) subject to Required Minimum Distributions, surrender charges may be applicable to these distributions.

**Bonus Products** Will this investment include a bonus feature?  Yes  No

**X** \_\_\_\_\_ (CLIENT INITIALS) If yes, I affirm that my representative and I have thoroughly discussed the bonus features of this product. I understand that bonus annuities may carry higher expenses, longer holding periods and higher surrender charges that can potentially outweigh the benefit of the bonus credit earned. I understand the nature of this bonus annuity, believe it meets my objectives, and can afford it based on the financial information I have disclosed to my representative. In making this decision, I have considered product enhancements, cost structures, and surrender charges.

**Variable Life Insurance Financing** Are you obtaining the money to purchase this variable LIFE policy from a loan or cash value of another insurance policy?  Yes  No

**X** \_\_\_\_\_ (CLIENT INITIALS) If yes, I understand there are substantial risks in taking money from an existing policy to finance a new policy. If the investment portion of the existing policy does not perform well, I may not have the money from the original policy to make the payment for my new policy. If this occurs, I could lose both policies through an inability to make the payment on the new policy and the inability to repay my loan on the original policy.

**Section 3: Mutual Funds** (To be completed for all mutual fund purchases)

I have chosen to purchase **A shares**. This decision was made after my investment representative explained the charges I will pay and that some investment companies will offer reduced sales charges through volume purchases. **I have completed the Breakpoint Worksheet and have disclosed all current investment holdings that would allow me to obtain a breakpoint sales charge discount as defined within the mutual fund prospectus.**

**I have chosen to purchase B shares.** My investment representative explained the contingent deferred sales charge and showed me the applicable schedule in the mutual fund prospectus. I further understand that the Class B shares may ultimately incur greater total fees than Class A shares. I know that if I withdraw my investment before the end of the CDSC holding period, I am aware that I will incur a deferred sales charge that may be as high as 6% and the sales charge declines throughout the holding period eventually reaching zero. I understand that although 100% of my funds are invested when I purchase Class B shares, in the long term, the additional fees charged each year during the contingent deferred sales charge holding period may cause my long-term total return to be lower than if I had purchased comparable Class A shares.

I have chosen to purchase **C shares**. My investment representative has explained that mutual fund investment is typically a long-term investment strategy and that the fees associated with C shares are generally higher than investing in shares of A or B. I understand that C Shares are more expensive the longer they are held. I am purchasing C shares for the following reason:  
\_\_\_\_\_

I have chosen to purchase a **Fund to Fund Plan** with a Transaction Based Fee. I have completed the **Breakpoint Worksheet and have disclosed all current investment holdings that would allow me to obtain a breakpoint sales charge discount as defined within the prospectus.**

I have chosen to purchase \_\_\_\_\_ (**other than A, B or C shares**). My investment representative has explained that mutual fund investment is typically a long-term investment strategy and that the fees associated with these shares are generally higher than investing in shares of A or B. I have read the mutual fund prospectus and my investment representative has reviewed the costs associated with these shares versus A, B, and C shares.

**X** \_\_\_\_\_ (CLIENT INITIALS) I understand that a mutual fund purchase is designed to help meet long-term investment goals. Mutual Fund Companies may impose and retain a short-term trading fee on shares that are sold or exchanged within a pre-determined "holding period" after the date of purchase. Liquidating my shares may result in a balance that is more or less than my original investment. Investment products are re-priced daily, and therefore the value will fluctuate daily. Neither the investment principal amount nor the investment earnings are guaranteed.

I will incur a \_\_\_\_\_% front-end sales charge/fee and/or a \_\_\_\_\_% back-end sales charge, declining to 0% over \_\_\_\_\_ years on my Class \_\_\_\_\_ share mutual fund purchase.

**Section 3 continued: Mutual Funds**

**Mutual Fund Breakpoint Worksheet** (must be completed for ALL Class of Share purchases)

**1. Your Total Holdings through GWN** (must complete – indicate “none” if client does not have any assets with GWN)

Fund Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost		Fund Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost

(Please attach additional sheet if there are more applicable accounts than space provided)

**2. Your Total Holdings Outside of GWN**

\_\_\_\_\_ (CLIENT INITIALS) **I Decline to Provide**

Fund Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost		Fund Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost

(Please attach additional sheet if there are more applicable accounts than space provided)

**3. Total Holdings of Related Parties** (i.e. Family) (as defined by the mutual fund prospectus) both through GWN and outside GWN

\_\_\_\_\_ (CLIENT INITIALS) **I Decline to Provide**

Fund Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost		Fund Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost

(Please attach additional sheet if there are more applicable accounts than space provided)

Today's Purchase Amount \$ \_\_\_\_\_ PLUS Total Holdings (1, 2, and 3) \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Will the TOTAL of today's purchase PLUS total holdings qualify for a breakpoint discount? (Do not consider where holdings are currently invested)  Yes  No

Do you have a letter of intent on file that would entitle today's purchase to a further breakpoint? (Refer to the Mutual Fund Prospectus for more information)  Yes  No

Record the highest breakpoint associated with today's purchase. \_\_\_\_\_%

Based on all holdings listed above and disregarding the class of shares are you allocating your investments across multiple mutual fund companies?  Yes  No

**If yes:**

**X** \_\_\_\_\_ (CLIENT INITIALS) **I understand that by allocating my investments across multiple mutual fund companies, I may not qualify for a reduced sales charge (breakpoint) that I would have otherwise received had I allocated all of my investments in to breakpoint available shares within one mutual fund company. I understand that the dollar amount of investments used to determine the breakpoint for which I may qualify is with GWN or other outside investment firms or mutual fund companies. Additionally, I understand that by purchasing Class A shares of one mutual fund company at the available breakpoint, the total cost of the shares would be less than the total cost of purchasing shares within multiple mutual fund families.**

**Section 4: 529 Plans** (Complete if account being established is a 529 Plan)

Depending upon the laws of the home state of the customer or designated beneficiary, favorable state-based benefits offered by the state in connection with investing in 529 plans may be available only if the customer invests in a 529 plan offered by the home state. State-based benefits offered with respect to a particular 529 plan should be considered as one of many appropriately weighted factors that should be considered by the customer in making his or her investment decision. The customer should consult with their tax adviser and/or home state department to learn more about how such home state features (including limitations) may apply to the customer's specific circumstances. **Additional information concerning 529 Plans and in-State benefits can be found at [www.collegesavings.org](http://www.collegesavings.org). If you do not have access to the internet please request the information from your representative.**

Is realizing state-based benefits an important factor in the customer's investment decision?  Yes  No

Indicate the state-based benefits/limitations \_\_\_\_\_

Other factors that should be considered \_\_\_\_\_

**X** \_\_\_\_\_ (CLIENT INITIALS) I have received the \_\_\_\_\_ State (home state) 529 Plan information. Based on the facts and circumstances presented, I have determined that the \_\_\_\_\_ 529 Plan best suits my objectives and circumstances.

**Section 5: Managed Investment Account** (If applicable)

Will there be an Investment Advisory Agreement added to the Mutual Fund or Variable Annuity Product being purchased today?  Yes  No

If Yes, I will incur an asset based advisory fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % on this Managed Investment Account.

(select one)  Annual  Semi-Annual  Quarterly  Monthly

**Section 6: Switch/Exchange/Transfers** (If no Switches/Exchanges/Transfers proceed to Section 7)

**Type of Switch/Exchange/Transfer**

- |  |   |
|--|---|
| <input type="checkbox"/> Mutual Fund to Mutual Fund (different fund family) or Variable Annuity/Life | <input type="checkbox"/> Managed Investment Account to Mutual Fund or Variable Annuity/Life |
| <input type="checkbox"/> Variable Annuity/Life to Variable Annuity/Life or Mutual Fund               | <input type="checkbox"/> Managed Investment Account to Managed Investment Account           |
| <input type="checkbox"/> Fixed Product to Mutual Fund or Variable Annuity/Life                       | <input type="checkbox"/> Other _____  |
| <input type="checkbox"/> Mutual Fund or Variable Annuity/Life to Managed Investment Account          | to _____  |

**For Retirement Plan Distribution/Rollover:** (select one)

- Employer Required  Client's Choice

**Product Being Liquidated**

I am liquidating the following products:

Company Name	MF or VA	Product Name	Share Class	Full or Partial	Amount Liquidated	Date of Original Purchase	Surrender Charge/Fees Sales Charges

**Risks**

I understand there may be risk associated with this investment exchange/switch. However, I believe a change is warranted. I see: (select all that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> A more aggressive asset category which may have more potential for capital appreciation.                                 | <input type="checkbox"/> Potentially higher returns within an asset category.   |
| <input type="checkbox"/> A more conservative asset category which may be subject to less short-term risk.   | <input type="checkbox"/> Potentially lower volatility within an asset category.   |
| <input type="checkbox"/> A different asset allocation category which may help meet my portfolio diversification needs.                            | <input type="checkbox"/> Potentially lower internal operating expenses.   |
| <input type="checkbox"/> An investment that is managed to produce potentially higher interest/dividends which may help meet current income needs. | <input type="checkbox"/> An investment that is managed to realize potentially lower current interest/dividends which may be more tax-efficient. |
| <input type="checkbox"/> Other: _____   |   |

**Disclosures**

**X** \_\_\_\_\_ (CLIENT INITIALS) I understand there may be risk associated with this investment exchange/switch. However, I believe a change is warranted. I acknowledge:

- The products surrendered are meant to be long-term investments.
- Investments are subject to market fluctuation, investment risk and possible loss of principal.
- The representative may receive a commission from the investment purchase – and/or – an asset-based fee for ongoing investment advisory services.

**Please consider the following points when making an exchange or switch decision:**

- There may be an appropriate fund within the same fund family into which you can exchange to achieve your new investment objective. By exchanging within the same fund family, you will not incur any new sales charges or contingent deferred sales charge (CDSC) periods. (Note: A transaction charge may be assessed by certain fund families.)
- Switching from one product to another based on poor past performance may not be appropriate. Past performance is no guarantee of future results, and you may actually be moving out of a fund that will perform better in the future than the new fund performs.
- Switching from a mutual fund, variable annuity or unit investment trust into a variable annuity or variable life insurance product, or from a variable insurance product into a mutual fund or unit investment trust, may subject you to contingent deferred sales charges (CDSC) and tax consequences.

**For Partial 1035 Exchanges** – I certify that I am not entering into this transaction for the purpose of reducing or avoiding taxes or early withdrawal penalties. I also understand that there may be adverse tax consequences for withdrawals taken within 24 months of a partial exchange. GWN Securities assumes no responsibility or liability for the validity or tax treatment of a partial exchange under IRC Section 1035(a) or other regulations. I have been directed to consult my tax or legal adviser before proceeding.

**Section 7: Client/Representative Acknowledgement**

**(CLIENT INITIALS Type of Investment being purchased)**

**X**\_\_\_\_\_ (CLIENT INITIALS) **Mutual Funds**

I acknowledge receipt and my responsibility to read the prospectus for the mutual fund(s) I am about to purchase in addition to the Mutual Fund Disclosure Statement located on Page 5 of this Form. I understand these investments offer both front-end sales charge and contingent deferred sales charge classes of shares. In addition, my investment representative explained that based upon the dollar amount of my investment, I may qualify for a reduced front end sales charge as defined in the mutual fund prospectus. I understand that the dollar amount of investments used to determine the breakpoint for which I may qualify is based on any positions that I hold within GWN Securities, as well as any related accounts held with outside firms. I have disclosed or specifically declined (as evidenced by my initials) to my investment representative any mutual fund positions that may assist me in qualifying for a reduced sales charge on this purchase.

By signing below, I believe, based on my review of the prospectus, the **Mutual Fund Disclosure statement located on Page 6** of this form, my conversations with my investment representative, my prior experience, and my financial situation, that this mutual fund purchase meets my investment objectives.

**X**\_\_\_\_\_ (CLIENT INITIALS) **Variable Annuities**

I acknowledge receipt and my responsibility to read the prospectus for this variable annuity or life insurance policy I am about to purchase. My representative has also answered my questions about this investment.

**Important Information about Insurance Products** - You are purchasing an insurance product with an investment component. The following affirmations apply to both characteristics of this product.

- I understand this is a long-term investment and this is consistent with my investment objectives.
- If I elect to withdraw funds from this annuity/life contract, I understand I may pay a surrender charge, in addition to federal and state taxes. Furthermore, if I withdraw funds prior to age 59 1/2, I understand I may also have to pay a 10% IRS tax penalty.
- I understand this investment is subject to fluctuations in the market, which will affect the value of my investment. I accept this risk and understand that past performance is not indicative of future results.
- Prior to making this investment, my registered representative advised me of the fees associated with this investment, including bonuses and commissions.
- Prior to making this investment, my registered representative advised me of the features of this particular product, including, but not limited to, the following, where applicable: the free-look period, sub account investment options, withdrawal and loan privilege, policy premium lapse periods, product enhancements, death benefit, contingent deferred sales charges, mortality and expense charges, and loan processing fees. I understand all charges, including those which may not be listed above, are fully described in the prospectus provided to me.

By signing below, I believe, based on my review of the prospectus, the information completed in **Section 2** concerning this Variable Annuity, my conversations with my representative, my prior experience, and my financial situation, that this annuity or life insurance contract meets my investment objectives.

**I/We hereby acknowledge my/our understanding of the statements in this disclosure and attest that the contents have been explained to my/our satisfaction.**

**X**

Owner Name (please print)	Owner Signature	Date (mm/dd/yy)
---------------------------	-----------------	-----------------

**X**

Owner Name (please print)	Owner Signature	Date (mm/dd/yy)
---------------------------	-----------------	-----------------

**I/We have appropriately acted on behalf of my/our client(s) by reviewing all the points in this disclosure. I/We believe that the information provided is true and accurate to the best of my/our knowledge. (If more than one Registered Representative, each must sign, date, and legibly print name.)**

**X**

Representative Name (please print)	RR#	Representative Signature	Date (mm/dd/yy)
------------------------------------	-----	--------------------------	-----------------

**X**

Representative Name (please print)	RR#	Representative Signature	Date (mm/dd/yy)
------------------------------------	-----	--------------------------	-----------------

Principal Signature	Date (mm/dd/yy)	Home Office Principal Signature	Date (mm/dd/yy)
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**Mutual Fund Breakpoint Disclosure Statement on the Next Page**

## **BREAKPOINT DISCLOSURE STATEMENT**

Before investing in mutual funds, it is important that you understand the sales charges, expenses, and management fees that you will be charged, as well as the breakpoint discounts to which you may be entitled. Sales charges, expenses, management fees, and breakpoint discounts vary from mutual fund to mutual fund. Understanding the availability of breakpoint discounts is important because it may allow you to purchase Class A shares at a lower price. The availability of breakpoint discounts may save you money and may also affect your decision regarding the appropriate share class in which to invest. You should discuss the availability of breakpoint discounts with your investment representative and carefully review the mutual fund prospectus and its statement of additional information, when deciding among the share classes offered by a mutual fund.

### **Sales Charges**

Most mutual funds offer different share classes. Although each share class represents a similar interest in the mutual fund's portfolio, the mutual fund will charge you different fees and expenses depending upon your choice of share class. Class A shares carry a "front-end" sales charge or "load" that is deducted from your investment at the time you buy fund shares. This sales charge is a percentage of your total purchase. Many mutual funds offer volume discounts, which are called "breakpoint discounts." In contrast, Class B and C shares usually do not carry any front-end sales charges. Instead, investors that purchase Class B or C shares pay asset-based fees, which may be higher than the charges associated with Class A shares over the length of the investment. Investors that purchase Class B and C shares may also be required to pay a contingent deferred sales charge when shares are sold.

### **Breakpoint Discounts**

Investors have a variety of ways to qualify for breakpoint discounts on the sales charge associated with the purchase of Class A shares. Most mutual funds provide breakpoint discounts to investors who make large purchases. Mutual fund prospectuses illustrate the available breakpoint discounts and the investment levels at which breakpoint discounts apply. Additionally, most mutual funds allow investors to qualify for breakpoint discounts based on current holdings from prior purchases through "*Rights of Accumulation*," and future purchases, based on "*Letters of Intent*."

*Rights of Accumulation* – Many mutual funds allow investors to consolidate the value of previous purchases of the same fund, or another fund within the same fund family, with the value of the current purchase to qualify for breakpoint discounts. If you have accounts at other broker-dealers and wish to take advantage of the balances in these accounts to qualify for a breakpoint discount, you must advise your investment representative about those balances. You may need to provide documentation establishing the holdings in those other accounts to your investment representative, if you wish to rely upon balances in accounts at another firm. In addition, many mutual funds allow investors to consolidate the value of holdings in accounts of certain related parties, such as spouses or children, to qualify for breakpoint discounts. Each mutual fund has different rules that govern when relatives may rely upon each other's holdings to qualify for breakpoint discounts.

*Letters of Intent* – Most mutual funds allow investors to qualify for breakpoint discounts by signing a Letter of Intent, which commits the investor to purchasing a specified amount of Class A shares within a defined period of time, usually 13 months. For example, if an investor plans to purchase \$50,000 worth of Class A shares over a period of 13 months, but each individual purchase would not qualify for a breakpoint discount, the investor could sign a Letter of Intent at the time of the first purchase and receive the breakpoint discount associated with \$50,000 investments on the first and all subsequent purchases. However, if an investor fails to invest the amount required by the Letter of Intent during the specified time period, the fund will retroactively deduct the correct sales charges based upon the amount that the investor actually invested.

**CLIENT ACCOUNT FORM – GROUP RETIREMENT PLANS**

NEW  UPDATED

Plan Type:  401(k)/Profit Sharing  Employer-Sponsored ERISA 403(b)  Pension

Name of Plan/Trust \_\_\_\_\_ Trust EIN \_\_\_\_\_

List Plan Trustees(s) \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_

Legal Name of Employer Sponsoring Plan \_\_\_\_\_ EIN \_\_\_\_\_ Telephone Number \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Type of Entity (Plan Sponsor):  
 Sole Proprietor  S-Corporation  Not-For-Profit  
 Partnership  C-Corporation  Other: \_\_\_\_\_

Investment Directives:  
 Participant-Directed (Individual Account Plan)  
 Trustee-Directed

Estimated Plan Assets: \$ \_\_\_\_\_ Estimated Annual Deposits \$ \_\_\_\_\_

**AFFILIATIONS & ACKNOWLEDGEMENTS**

I am affiliated with or work for a stock exchange or a member firm of an exchange or the NASD.  
 Please indicate the name of the firm: \_\_\_\_\_ Notification of your intent to open an account will be sent to your employer in accordance with current regulation. I am a \_\_\_ Director \_\_\_ 10% Shareholder \_\_\_ Policy-making Executive Officer.

**CUSTOMER ACCOUNT AGREEMENT & SIGNATURES**

I am at least 18 years of age and of full legal age in the state in which this plan is domiciled. I acknowledge and confirm that I am a duly appointed representative of the above-captioned group retirement plan. I acknowledge that this agreement includes a pre-dispute arbitration clause located on the back of this form (Section 5). I acknowledge receiving a copy of this new account form and I have had the opportunity to read it and I understand it. Furthermore, I acknowledge that I have read all the information on this New Account Form. I have reviewed all the terms and conditions of this agreement including all information contained on the reverse side hereof. I hereby verify that all the information provided is true and correct and may be relied upon, by you, for evaluating suitability and sophistication in relation to making securities recommendations. Further, I hereby indemnify you for any loss, claims or damages, including legal fees, which you may incur as a result of any securities recommendations or any securities related violations resulting from your reliance upon the information I have provided. I also acknowledge receipt and my responsibility to read the GWN Securities Privacy Notice and the prospectus of any mutual fund/direct participation program, and/or new issue offering which contains complete information regarding investment objectives risks and other material facts including sales charges.

Permission to receive information via email \_\_\_\_\_ (Initial)

X \_\_\_\_\_ Date \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Signature of Plan Representative/Trustee

\_\_\_\_\_  
 Signature of GWN Registered Representative Date \_\_\_\_\_ OSJ Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

“Effective May 1, 2005”

## AGREEMENT TO ARBITRATE

The undersigned and GWN Securities, Inc. each agree that ALL CLAIMS OR CONTROVERSIES, and any related issues which may arise at any time between us (including GWN Securities’ representatives, directors, officers, employees and agents) concerning any transaction or order; the conduct of GWN Securities or its registered representatives, directors, officers, employees, and agents; the construction, performance or breach of this or any other agreement between us, whether entered into prior to, on, or subsequent to the date hereof; the breach of any common law or statutory duty; or the violation of any federal or state securities law, or any other federal or state law of any nature SHALL BE SUBMITTED AND RESOLVED BY ARBITRATION rather than by lawsuit in a court of law or equity.

Any arbitration pursuant to this agreement shall be in accordance with and governed by, a mutually acceptable arbitral forum but in the absence of such agreement, then the Code of Arbitration Procedure of the National Association of Securities Dealers, Inc., as then in effect. The award of the arbitrators, or of the majority of them, shall be final and binding, and judgment upon the award rendered may be entered in any federal or state court having jurisdiction.

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 a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) 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.

## JURISDICTION OF ARBITRATION

**It is agreed and fully understood that:**

**1. GWN Securities is a Broker Dealer and a member of the National Association of Security Dealers (NASD) and the Security Investment Protection Corporation (SIPC).**

**2. GWN Securities operates on a fully disclosed basis and as such does not hold customer accounts or securities. Therefore, no investor’s checks should be made payable to GWN Securities, or any registered representative of said company, or any related entity of registered representative.**

**3. GWN Securities is not owned, controlled, or has shares in its own account in any investment company or insurance company.**

**4. The sole responsibility of the investment management decisions of the Investment Company will reside with the Investment Company utilized. GWN Securities does not use any influence directly or indirectly on the investment management of those funds. Therefore, the management decisions of Investment Company(s) or Direct Participation Program(s) are the sole responsibility of the said company.**

**5. It is agreed that any dispute arising from any Securities or Financial Planning activities between you and GWN Securities or its Representatives shall be subject to binding arbitration. It should be understood:**

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

(I) 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.

(II) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY’S ABILITY TO HAVE A COURT REVERSE OR MODIFY ARBITRATION AWARD IS VERY LIMITED.

(III) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

(IV) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.

(V) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

(VI) 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.

(VII) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

(VIII) 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 A 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; OR (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.

## PURPOSE OF CERTIFICATION

You must furnish your taxpayer identification number (“TIN”) to the payer of interest, dividends, and certain other payment (including broker and barter exchange transactions) so that you will not be subject to the 31% backup withholding that first went into effect on January 1, 1984. The current rates of backup withholding are as follows: January 1, 2002 through December 31, 2003 – the backup-withholding rate will be reduced to 30%. January 1, 2004 through December 31, 2005 – the backup-withholding rate will be reduced to 29%. January 1, 2006 through December 31, 2010 – the backup-withholding rate will be reduced to 28%. You may use the payers form (a substitute for form W-9) to report and certify your TIN to the payer, to certify that you are not subject to backup withholding because of under-reporting of interest and dividends on your tax return, or to claim exemption from backup withholding if you are an exempt payee. If you do not properly do so, the payer may be required to withhold (at the applicable rate) from payments made to you.



**GWN Securities, Inc.**

*Where Independence Is Valued<sup>SM</sup>*

## **CUSTOMER PRIVACY NOTICE**

At GWN Securities, Inc. ("GWN") we understand that the privacy and security of the personal and account information that you have entrusted to us and to our independent associates with whom you have chosen to do business is of utmost importance. We value the opportunity to serve you, and we are obligated to honor that relationship with care. For that reason, GWN and its affiliate company, GWN Marketing, Inc., adhere to confidentiality standards that are designed to protect your personal information. We believe that your privacy should not be compromised. At the same time we want our independent associates to offer you the array of financial products and services you need to accomplish your financial goals. We believe we can do both through the policy outlined below.

### **PROTECTING YOUR INFORMATION**

When you establish a relationship with an independent GWN associate and purchase financial and investment products and services through GWN, you are asked to share personal and financial information used to help in the assessment and attainment of your financial goals. In that relationship, independent GWN associates will use the information to assist you in identifying the services and products you may want or need, to meet changing needs, and to identify constantly developing new products and services that may be of interest to you. GWN may also want to contact you to review your current information and status in order to assure that both we and our independent associates can serve you better. The information you share with us is important to you, and you can expect that we will protect the privacy and use of your private personal and financial information. At GWN we are committed to protecting the privacy of the information we collect, use, and share about you.

### **OUR DISCLOSURE OF YOUR INFORMATION**

So that you may be better served, GWN and its independent associates may share information about you with non-affiliated financial institutions, such as banks, clearing firms or custodians, who perform services on our behalf or when necessary for the performance of our services. These non-affiliated financial institutions are bound by obligations of confidentiality not to disclose any information provided by GWN or any independent GWN associate about you and may not use such information for any purposes other than the performance of the particular service involved. We also may disclose information about you to non-affiliated third parties as permitted by law, for example to process a financial product or service that you have authorized.

In this way we can also make available new products and services. Our employees have access to your information only when it is necessary for them to assist you or your independent GWN associate in the completion of transactions or in the offer and sale of additional products and services. All of our employees are strictly held to this privacy policy, and each of our independent associates confirms his or her undertaking to be strictly bound by it.

Except as described above, we do not share your information with any non-affiliated third party that may seek to offer you products or services or for any other reason. If in the future we determine that there is a need to disclose your information to any nonaffiliated third party, other than as described in this policy or permitted by law, we will provide you with the opportunity, in advance, to direct us not to disclose the information, and to "opt out" of that disclosure.

### **KEEPING INFORMATION CURRENT**

GWN and its independent associates are committed to keeping your non-public personal and financial information secure, accurate and current. You should provide your independent GWN associate with any updates and changes to your personal information.

### **CHANGES AND UPDATES TO PRIVACY POLICY**

By effecting transactions through GWN you consent to the collection and use of personal information as described in this Privacy Policy. This policy reflects GWN's current business practices, and is subject to change and update. In the event of a change, a revised policy will be sent to you or otherwise made available through your independent GWN associate.

GWN Securities, Inc. • 11440 Jog Road • Palm Beach Gardens, FL 33418

Version: 11/05



# CUSTOMER IDENTIFICATION PROGRAM NOTICE

## IMPORTANT INFORMATION YOU NEED TO KNOW ABOUT OPENING A NEW ACCOUNT

***To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. This Notice answers some questions about your GWN's Customer Identification Program.***

### **What types of information will I need to provide?**

*When you open an account, GWN is required to collect information such as the following from you:*

- Your name
- Date of birth
- Address
- Identification number:
  - U.S. Citizen: taxpayer identification number (social security number or employer identification number)
  - Non-U.S. Citizen: taxpayer identification number, passport number, and country of issuance, alien identification card number, or government-issued identification showing nationality, residence, and a photograph of you.

You will also need to show your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government issued business license, a partnership agreement, or a trust agreement. U.S. Department of the Treasury, Securities and Exchange Commission, NASD, and New York Stock Exchange rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives, and risk tolerance.

### **What happens if I don't provide the information requested or my identity can't be verified?**

GWN may not be able to open an account or carry out transactions for you. If GWN has already opened an account for you, they may have to close it.

*We thank you for your patience and hope that you will support the financial industry's efforts to deny terrorists and money launderers access to America's financial system.*



## BUSINESS CONTINUATION PLAN SUMMARY

GWN Securities has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

**CONTACTING US** – If after a significant business disruption you cannot contact us at 561-472-2700, please visit our website at [www.gwnsecurities.com](http://www.gwnsecurities.com) or call toll free 866-650-0132 for any updates. You should contact your GWN Representative or the investment companies directly if you need immediate access to your accounts. If you currently have a brokerage account through Pershing, LLC (our clearing firm) please refer to the instructions below.

**PERSHING CUSTOMER SUPPORT** – In the event that GWN Securities, Inc. experiences a significant business interruption, clients with a Pershing brokerage account may contact Pershing directly to process limited trade-related transactions, cash disbursements, and security transfers. Instructions to Pershing must be in writing and transmitted via facsimile or postal service as follows:

Pershing LLC  
P.O. Box 2065  
Jersey City, New Jersey 07303-2065  
Fax: (201) 413-5368

Please note that the fax number above is for business interruption-related issues only, and should not be used for any other purposes, such as change of address notices, account transfers, and credit verification. Information received on this fax that is unrelated to business interruption issues will not be acted upon.

For additional information about how to request funds and securities when GWN Securities, Inc. cannot be contacted due to a significant business interruption please refer to additional information located at [www.pershing.com](http://www.pershing.com) or call (201) 413-3635 for recorded instructions. If you cannot access the instructions from the previously noted telephone number, Pershing may be contacted at (213) 624-6100 extension 500 as an alternate telephone number for recorded instructions.

**OUR BUSINESS CONTINUITY PLAN** – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data back up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Our clearing firm, Pershing, backs up our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firm that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within 4 hours. Your orders and requests for funds and securities could be delayed during this period.

**VARYING DISRUPTIONS** – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within 24 hours. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within 48-72 hours. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you through our web site, [www.gwnsecurities.com](http://www.gwnsecurities.com) or our customer emergency number, 866-650-0132, on how to contact us. ***It is important to remember that all your accounts are either held directly at the investment company or at our clearing firm, Pershing.*** You can always contact them directly for immediate assistance. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities.

**IMPORTANT DISCLAIMERS** – GWN Securities, Inc. will adhere to the procedures described in its business continuity plan and described above to the extent commercially reasonable and practicable under prevailing circumstances. There are, however, an incalculable number of events or circumstances that could result in a significant business disruption and their impact may vary greatly in size, scope, severity, duration, and geographic location. Further, significant business disruptions may result in varying degrees of harm to human life and regional or national infrastructure (power, transportation, communications, etc.) that could affect the firm's recovery in significant and different ways.

In light of this, GWN Securities, Inc., in its sole discretion, reserves the right to flexibly respond to any disruption in a situation-specific and prudent manner. ***Nothing in this disclosure document is intended to provide a guarantee or warranty regarding the actions or performance of the firm, its computer systems, or its personnel in the event of a significant business disruption.***

**FOR MORE INFORMATION** – If you have questions about our business continuity planning, you can contact us in writing at GWN Securities, Inc., 11440 N. Jog Road, Palm Beach Gardens, FL 33418 or call us at 561-472-2700 or [gwn@gwnsecurities.com](mailto:gwn@gwnsecurities.com).