

# Excel Securities & Associates, Inc.

## Account Application

(Non-brokerage account)

Account Type:  Mutual Fund  Annuity  Other Custodial Company \_\_\_\_\_

Client #1: \_\_\_\_\_ Client #2: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone #s: \_\_\_\_\_ Phone #s: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

SS#: \_\_\_\_\_ SS#: \_\_\_\_\_

DOB: \_\_\_\_\_ DOB: \_\_\_\_\_

ID: \_\_\_\_\_ ID: \_\_\_\_\_

ID# Type Expiration

ID# Type Expiration

Source of Funds:  Earnings  Gift  Inheritance  Insurance  Sale of Business  Legal Settlement  Pension/IRA

Marital Status:  Single  Married Married to Joint Applicant:  Yes  No

Number of Dependents: \_\_\_\_\_

### I. Income - Net Worth - Federal Tax Bracket

Aggregate with joint holder (complete one)

Annual Income: \$ \_\_\_\_\_ to \$ \_\_\_\_\_

Annual Income: \$ \_\_\_\_\_ to \$ \_\_\_\_\_

Net Worth: \$ \_\_\_\_\_ to \$ \_\_\_\_\_

Net Worth: \$ \_\_\_\_\_ to \$ \_\_\_\_\_

Home Equity: \$ \_\_\_\_\_

Home Equity: \$ \_\_\_\_\_

Federal Tax Bracket:

Federal Tax Bracket:

10%  15%  25%  28%  33%  35%

10%  15%  25%  28%  33%  35%

### II. Employment Information

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer: \_\_\_\_\_

Years Employed: \_\_\_\_\_

Years Employed: \_\_\_\_\_

Retired  Unemployed  Homemaker

Retired  Unemployed  Homemaker

### III. Financial Goals and Risk tolerance

Least Important = 1

Most Important = 5

Preservation of Capital

1

2

3

4

5

Current Income

1

2

3

4

5

Tax Efficiency

1

2

3

4

5

Future Income

1

2

3

4

5

Inflation Protection

1

2

3

4

5

Dependent Benefits

1

2

3

4

5

Asset Growth

1

2

3

4

5

#### Risk Tolerance

Conservative  Moderate Conservative  Moderate  Moderate Aggressive  Aggressive

### IV Disclosures & Acknowledgment

Are you an employee, registered rep, or investment advisor representative of Excel Securities?  No  Yes

Are you related to any of the above?  No  Yes (provide name) \_\_\_\_\_

Are you an employee or related to an employee of another investment dealer?  No  Yes

Are you a senior officer, director, or 5% owner of a public company?  No  Yes \_\_\_\_\_

Are you or any member of your immediate family affiliated with or employed by a member of a stock exchange or FINRA?

No  Yes (provide detail) \_\_\_\_\_

**I have received a copy of the arbitration disclosure & agreement on page two of this application and have had an opportunity to discuss with my representative!**

Client #1

Date

Client #2

Date

Representative: \_\_\_\_\_

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

Principal: \_\_\_\_\_

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

Rep ID # \_\_\_\_\_

DAF 009-0209

**ARBITRATION DISCLOSURES**

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

- 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.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- 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.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

**ARBITRATION AGREEMENT**

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE NEW YORK STOCK EXCHANGE, INC., ANY OTHER NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO THE CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE), OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE 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; (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.

**THE LAWS OF THE STATE OF NEW YORK GOVERN.**