OAKWOOD CAPITAL SECURITIES

# OAKWOOD CAPITAL SECURITIES, INC.
# NEW ACCOUNT PROFILE FORM

☐ New Account ☐ Account Update

Company: _____ Account Number: _____ Rep Number: _____ ☐ New Client ☐ Existing Client

## Account Type

**Account Type:**

Select One

Available Options:

- Individual
- Joint
- 529 Plan
- Custodial
- UTMA/UGMA
- Revocable Trust
- IRA (Traditional, Roth, SEP, Simple, Inherited)

## Primary Applicant

First Name: Middle Name: Last Name:

Permanent Address: Apt/Suite No.:

City: State: ZIP Code: Country:

Work Phone: Home Phone: Mobile Phone: Email Address:

Date of Birth: SSN: Primary ID Type : Select One Primary ID Number:

ID Issuer Name: State/Country Issued By: Issue Date: Expiration Date:

Gender: Select One Citizenship: ☐ USA: ☐ Non-US: _____ ☐ Dual: _____ Marital Status: Select One

**Employment Status**

Status: Select One (Employed, Self-Employed, Not Employed, Retired, Student, or Other)

Occupation: Employer Name: Employer Address:

## Secondary Applicant

First Name: Middle Name: Last Name:

Permanent Address: Apt/Suite No.:

City: State: ZIP Code: Country:

Work Phone: Home Phone: Mobile Phone: Email Address:

Date of Birth: SSN: Primary ID Type : Select One Primary ID Number:

ID Issuer Name: State/Country Issued By: Issue Date: Expiration Date:

Gender: Select One Citizenship: ☐ USA: ☐ Non-US: _____ ☐ Dual: _____ Marital Status: Select One

## Employment Status

Status: Select One (Employed, Self-Employed, Not Employed, Retired, Student, or Other)

Occupation: Employer Name: Employer Address:

## Household Financial Background

*Please tell us your best estimate as to:*

**ANNUAL INCOME:**[1]

Select One

Available Options:
- Less than $50,000
- $50,000 - 99,999
- $100,000 - 199,999
- $200,000 - 299,999
- $300,000 - 399,999
- $400,000 - 499,999
- $500,000 - 749,999
- $750,00 - 999,999
- $1,000,000 +

**NET WORTH:**[2]

Select One

Available Options:
- Less than $100,000
- $100,000 - 249,999
- $250,000 - 499,999
- $500,000 - 999,999
- $1,000,000 - 2,999,999
- $3,000,000 +

**LIQUID NET WORTH:**[3]

Select One

Available Options:
- Less than $100,000
- $100,000 - 249,999
- $250,000 - 499,999
- $500,000 - 999,999
- $1,000,000 - 2,999,999
- $3,000,000 +

**MARGINAL TAX RATE:**

Select One

Available Options:
- 0-10%
- 11-15%
- 16-25%
- 26-28%
- 29-33%
- 34% +

**LIABILITIES:**

Select One

Available Options:
- Less than $50,000
- $50,000 - 99,999
- $100,000 - 199,999
- $200,000 - 299,999
- $300,000 - 399,999
- $400,000 - 499,999
- $500,000 - 749,999
- $750,00 - 999,999
- $1,000,000 +

**LIQUIDITY NEEDS:**

Select One

Available Options:
- $999 and under
- $1,000 - 9,999
- $10,000 - 49,999
- $50,000 - 99,999
- $100,000 - 249,999
- $250,000 +

**TIME HORIZON:**

Select One

Available Options:
- Less than 1 year
- 1 - 3 years
- 4 - 6 years
- 7 - 8 years
- 9 - 11 years
- 12 years or more

1 **Annual income** includes income from sources such as employment, alimony, social security, investment income, etc. Use Joint income for joint accounts.

2 **Net worth** is the value of your assets minus your liabilities. For purposes of this application, assets include stocks, bonds, mutual funds, other securities, bank accounts, and other personal property. Do not include your primary residence among your assets. For liabilities, include any outstanding loans, credit card balances, taxes, etc. Do not include your mortgage.

3 **Liquid net worth** is your net worth minus assets that cannot be converted quickly and easily into cash (generally within 60 days), such as real estate, business equity, personal property and automobiles, expected inheritances, assets earmarked for other purposes, and investments or accounts subject to substantial penalties if they were sold or if assets were withdrawn from them.

4 **Liabilities are** any debt that you might have.

5 **Liquidity needs** is a need for cash in the account

*The investments in this account will be (check one):*

- ☐ Less than 1/3 of my financial portfolio
- ☐ Roughly 1/3 to 2/3 of my financial portfolio
- ☐ More than 2/3 of my financial portfolio

*I plan to use this account for the following (check all that apply):*

- ☐ Generate income for current or future expenses
- ☐ Partially fund my retirement
- ☐ Wholly fund my retirement
- ☐ Steadily accumulate wealth over the long term
- ☐ Preserve wealth and pass it on to my heirs
- ☐ Pay for education
- ☐ Market speculation
- ☐ Other: _____

## Select the category that best describes the objective for this account

*Please select the objective you (and any co-applicants, if applicable) have for this account, in light of the purpose(s) you identified above.*

**INVESTMENT OBJECTIVE:** Select One

- **Preservation of Principal/Income.** I want to preserve my initial principal in this account, with minimal risk, even if that means this account does not generate significant income or returns and may not keep pace with inflation.
- **Balanced Growth.** I am willing to accept low risk to my initial principal, including low volatility, to seek a modest level of portfolio returns.
- **Growth.** I am willing to accept some risk to my initial principal and tolerate some volatility to seek higher returns and understand I could lose a portion of the money invested.
- **Aggressive Growth/Aggressive Income.** I am willing to accept high risk to my initial principal, including high volatility, to seek high returns over time, and understand I could lose a substantial amount of the money invested.
- **Speculation.** I am willing to accept maximum risk to my initial principal to aggressively seek maximum returns, and understand I could lose most, or all, of the money invested.

## Select the category that best describes the risk that you are willing to take in this account

*Please select the degree of risk you (and any co-applicants, if applicable) are willing to take with the assets in this account, in light of the purpose(s) you identified above*

**RISK TOLERANCE:** Select One

- **Minimal.** I have a minimal tolerance for risk and am willing to accept the lowest possible returns which may not keep pace with inflation.
- **Low.** I have a low tolerance for risk and am willing to accept some level of volatility to seek returns with less fluctuation in value.
- **Moderate.** I have a moderate tolerance for risk and am willing to accept modest returns with potential for some fluctuation in value.
- **High.** I have a moderate to high tolerance for risk and am willing to accept the potential for greater fluctuation in value to seek higher returns.
- **Maximum.** I have a high tolerance for risk and am willing to accept the potential for significant fluctuation in value to maximize potential returns.

## Source of Funds

Select One

- Business/Self-employment
- Wages/Income
- Investment Income
- Rollover
- Sale of Asset
- Savings
- Transfer
- Gift/Inheritance
- Settlement

## Financial Investment Experience

We are collecting the information below to better understand your investment experience. Responses may change over time as you work with us.
*Please check the boxes that best describe your investment experience to date.*

| **Investment** | **Years of experience** | | | **Transactions per year** (excluding automatic investments) | | |
|---|---|---|---|---|---|---|
| Mutual Funds/ Exchange Traded Funds | ☐ 0 | ☐ 1-5 | ☐ Over 5 | ☐ 0-5 | ☐ 6-15 | ☐ Over 15 |
| Individual Stocks | ☐ 0 | ☐ 1-5 | ☐ Over 5 | ☐ 0-5 | ☐ 6-15 | ☐ Over 15 |
| Bonds | ☐ 0 | ☐ 1-5 | ☐ Over 5 | ☐ 0-5 | ☐ 6-15 | ☐ Over 15 |
| Options | ☐ 0 | ☐ 1-5 | ☐ Over 5 | ☐ 0-5 | ☐ 6-15 | ☐ Over 15 |
| Securities Futures | ☐ 0 | ☐ 1-5 | ☐ Over 5 | ☐ 0-5 | ☐ 6-15 | ☐ Over 15 |
| Annuities | ☐ 0 | ☐ 1-5 | ☐ Over 5 | ☐ 0-5 | ☐ 6-15 | ☐ Over 15 |
| Alternative[5] | ☐ 0 | ☐ 1-5 | ☐ Over 5 | ☐ 0-5 | ☐ 6-15 | ☐ Over 15 |
| Margin | ☐ 0 | ☐ 1-5 | ☐ Over 5 | | | |

[5] May include structured products, hedge funds, etc.

## Trusted Contact

*The individual listed below would only be contacted in situations where the representative is unable to contact you and/or suspects fraudulent activity, financial exploitation, or diminished capacity. This person will not have authority or discretion over the affairs of your account without a legal power of attorney. Please provide at least one method of contact.*

First Name _____ Middle Name _____ Last Name _____

Permanent Address _____ Apt/Suite No. _____

City _____ State _____ Zip _____ Country _____

Work Phone _____ Home Phone _____ Mobile Phone _____ Email Address _____

☐ **Client declined to provide**

## Signatures

Primary Applicant Name (please print) _____

Primary Applicant Signature _____ Date _____

Co-Applicant Name (please print) _____

Co-Applicant Signature _____ Date _____

Registered Rep Signature _____ Date _____

Supervisor Signature _____ Date _____

Clear Form

0000000000000000000000000TFRD01

Account Number_____

Rep ID_____ Alternate Branch _____

| Form **W-9** (Rev. March 2024) Department of the Treasury Internal Revenue Service SUBSTITUTE FORM | **Request For Taxpayer Identification Number and Certification** | Give Form to the requestor. Do not send to the IRS. |
|---|---|---|

**Print or type**

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporations, P=Partnership) ____

**Note.** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions for Form W-9)

4. Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any) ____

Exemption from FATCA reporting code (if any) Not Applicable

5. Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6. City, state, and ZIP code

7. List account number(s) here (optional)

**Part I** **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Form W-9 instructions for Part I. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* in the instructions for Form W-9.

**Note.** If the account is in more than one name, see the Form W-9 instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social Security Number

**or**

Employer Identification Number

**Part II** **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Form W-9 Part II.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

| **Sign Here** | Signature of U.S. person | Date |
|---|---|---|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted. **Future Developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*,

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following :

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.*

By signing the filled-out form, you:

1.Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2.Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Instructions to complete the IRS Form W-9 can be found at www.irs.gov/pub/irs-pdf/fw9.pdf**



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OAKWOOD
CAPITAL SECURITIES

# OAKWOOD CAPITAL SECURITIES, INC.
# CUSTOMER AGREEMENT

This Customer Agreement (the "Agreement") is between Oakwood Capital Securities, Inc. (hereinafter referred to as "Oakwood" or "OCS") and _____ ("Client"), (individually a "Party," and collectively, the "Parties"). This Agreement becomes effective on the date in which OCS receives the signed Agreement from the Client and remains in effect until it is terminated in accordance with Item 9 of this Agreement. OCS and the Client agree as follows:

1. **Incorporation of Customer Agreement.** All terms, provisions, and agreements set forth in the customer agreement(s) by and between the Client and any associated third-party (except to the extent expressly modified herein) are hereby incorporated by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the customer agreement, the terms set forth in this Agreement herein shall apply.

2. **Reliance on the Client.** The Client agrees to provide information and/or documentation requested by OCS in furtherance of this Agreement as it pertains to the Client's objectives, needs and goals, and maintains exclusive responsibility to keep OCS informed of any changes regarding the same. The Client acknowledges that OCS cannot adequately perform its services for the Client unless the Client diligently performs their responsibilities under this Agreement. OCS shall not be required to verify any information obtained from the Client, the Client's attorney, accountant, or other professionals, and is expressly authorized to rely thereon. The Client understands that OCS, in the performance of its rights, obligations and duties under this Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation. The Client should promptly update OCS, in writing, on changes to their financial circumstances.

3. **Electronic Delivery.** The Client expressly consents to accept communication of any information and/or documents, including but not limited to OCS' Client Relationship Summary, Privacy Policy, Cybersecurity Policy, disclosures, statements, reports, and all other forms of communication, electronically whether via email, web portal, or other forms of electronic communication. The Client asserts that they are capable of receiving such information electronically and understands that non-public personal information may be sent via email or other electronic media, and that electronic media (including email) may not be as reliable or secure as other forms of communication. The Client may revoke this consent at any time by providing written notice to OCS.

   Unless OCS has reason to believe that delivery of any electronic communications is not effective (i.e., returned emails), OCS is entitled to rely on the information the Client provides as evidence of delivery and OCS is not required to obtain delivery confirmation or a "read receipt." OCS reserves the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. Should the Client have any doubts about the authenticity of an e-mail purportedly sent by OCS, the Client should contact the purported sender immediately. If the Client's email address changes or if the Client no longer has the ability to access email or any related client web portal, the Client must promptly notify OCS in writing and provide updated information or withdraw this consent of electronic delivery.

4. **Liability.** The Client recognizes that to the extent investment recommendations are made by OCS, they are opinions only and that OCS cannot guarantee any level of performance. All investments have a potential risk of loss that the Client must understand and be willing to bear before implementing any recommendations from OCS. The Client acknowledges that past performance of investments recommended by OCS should not be construed as an indication of future results, which may prove to be better or worse than past results. Federal and state securities laws impose liability, under certain circumstances, on persons who act in good faith. Therefore, this Agreement does not constitute a waiver of any legal rights granted under common law or federal and state securities laws.

   - OCS will give the Client the benefit of its best judgment and efforts in rendering services under this Agreement to the Client, and the Client agrees as an inducement to OCS' undertaking these services that OCS, its affiliates and their respective principals, officers, directors, members, partners, shareholders, agents and employees (collectively, the "Indemnitees") shall not be liable hereunder for any expenses, losses,

damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs, and expenses relating to investigating or defending any demands, charges and claims) (collectively "Losses"); provided, however, that nothing herein shall be deemed to protect or purport to protect an Indemnitee against any liability to the Client to which any such person would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance by such Indemnitee of its obligations and duties hereunder; provided, however, that nothing herein shall be deemed to constitute a waiver or limitation of any rights that the Client may have against OCS under any federal or state securities laws or Employee Retirement Income Securities Act of 1974, as amended ("ERISA"), even in circumstances where OCS' actions were taken in good faith.

- The Client shall reimburse, indemnify and hold harmless the Indemnitees for, from and against any and all Losses: (i) relating to this Agreement or investments made by the Client according to OCS' recommendations arising out of any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth in this Agreement or any act or omission or alleged act or omission, in each of the foregoing cases on the part of the Client or any of the Client's agents; (ii) arising out of OCS' execution of Client's instructions; or (iii) arising or relating to any demand, charge or claim with respect to an Indemnitee's acts, omissions, transactions, duties, obligations or responsibilities arising pursuant to this Agreement; provided, however, that an Indemnitee shall not be indemnified for Losses resulting by reason of willful misfeasance, bad faith or gross negligence in the performance by such Indemnitee of its obligations and duties hereunder. The Client shall advance amounts and/or pay expenses as incurred in connection with the indemnification obligation herein. In the event that this indemnification obligation shall be deemed to be unenforceable, whether in whole or in part, such unenforceable portion shall be stricken or modified so as to give effect to this section to the fullest extent permitted by law.

5. **Arbitration Provision.** This Agreement contains an arbitration clause. By signing an arbitration clause, the Parties agree as follows:

- **All Parties to this Agreement are giving up their right to sue each other in court, including the right to a jury trial, 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 arbitration panel at least twenty (20) days prior to the first scheduled hearing date.**

- **The panel of arbitrators may 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.**

- **No person will bring a putative or certified class action to arbitration, nor seek to enforce any 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; (2) the class is decertified; or (3)**

**the Client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.**

- **Client agrees that any controversy between the Parties, including any of their respective officers, directors, employees or agents, arising out of or relating to this Agreement, Client's relationship with OCS, any services provided to Client by OCS, or the Client's use of OCS' services, and whether arising before or after the date of this Agreement, shall be arbitrated and conducted under the provisions of the Code of Arbitration of the Financial Industry Regulatory Authority ("FINRA"). If any unsuccessful Party resists confirmation or enforcement of an arbitration award rendered under this Agreement, then that Party shall pay all costs, attorneys' fees, and expenses incurred by the other Party or Parties in confirming or enforcing the award. Arbitration must be initiated by service upon the other Party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction.**

6. **Assignment.** The Client may not assign this Agreement or any rights or obligations under this Agreement without first obtaining OCS' prior written consent. OCS may assign, sell, or transfer the Client's account(s) and this Agreement, or any portion thereof, at any time, without Client's prior consent.

7. **Admissibility of Documents in Proceedings.** All documents in any format are considered to be true, complete, valid, authentic, and enforceable records of the applicable document, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. Client will not contest the admissibility or enforceability of a copy of the documents in any proceeding arising out of this Agreement.

8. **Governing Law.** This Agreement will be governed by the laws of the State of Minnesota, but not its conflict of law provisions.

9. **Termination.** This Agreement may be terminated, at any time, by either Party, by written notice to the other Party.

**By executing this Agreement, the Client and OCS acknowledge and accepts their respective rights, duties, and responsibilities under this Agreement.**

**Client(s):**

Client Signature: _____ Date: _____

Client Name: _____

Client Signature: _____ Date: _____

Client Name: _____

**Oakwood Capital Securities, Inc.**

Supervisor Signature: _____ Date: _____

Supervisor Name: _____