



Instructions and Checklist of Forms for a new Advisor Services Account

Below is a list of the forms that you will need to review and sign in order to setup a new **Advisor Services account**.

Please read and sign the forms as indicated below and then fax, email, mail or deliver the indicated forms back to our business address below.

For your records, we recommend that you make copies of all forms that you sign.

1. ___ **Client Profile**- Fill in information, choose investment goal, sign and date on page 2, **return**.
2. ___ **Advisor Services Agreement**- Read, fill in name and address on page 1, initial each section, fill in account information, sign and date on page 2, **return**.
3. ___ **Release for Legal, Tax and Accounting Advice**- Read, fill in name and address, sign and date, **return**. We do not provide legal, tax or accounting advice.
4. ___ You may arrange to pay our advisory fee by deducting it from your account (if available) or by paying it separately from your checking account or credit card by using PayPal. You can sign up for PayPal at no cost on their website at **www.PayPal.com**.

The following documents are available on our website for your review. Check back periodically for updates.

1. **Disclosure Brochure (Form ADV)**- brochure is available on our website under Brochures. You received a copy of this brochure from us. Read and keep for your records.
2. **Privacy Policy Notice**- Read and keep for your records.
3. **USA Patriot Act Notice**- Read and keep for your records.
4. **Market History Charts**- Review charts on website showing stock market history. Investment returns from the stock market vary each year depending on many complex factors, and can rise or fall.
5. **Penny Stock Disclosure**- If you have approved the use of low-priced stocks under \$5 per share (known as penny stocks), read and keep this disclosure notice for your records.

Sorry for the long list of forms. There are many regulations to follow.

If you have any questions, please call or send email and I would be glad to answer your questions.

Thank you,

Jerry Lucas, CEO, Financial Advisor

Advisor Financial Services, A Limited Liability Company (LLC)
Registered Investment Advisor

Mail to:

Advisor Financial Services
Attn: Jerry Lucas
1115 Elkton Drive, Suite 300
Colorado Springs, CO 80907

Phone: (719) 591-0433

Toll-free phone/fax: (888) 758-9654

E-mail: Jerry_Lucas@msn.com

Website: www.AdvisorFinancialServices.com

Client Profile and Risk Tolerance Evaluation

This profile is part of your Investment Management Agreement or Advisor Services Agreement and is incorporated by reference therein. Thank you for completing this profile to determine the most suitable investment program and to comply with regulations.

Account Type: (If this agreement applies to multiple accounts, please list all accounts.)

Individual Joint Trust Corporation LLC IRA 401k Other Multiple accounts

Client Name _____	Spouse/Partner Name _____
Birth date _____ SSN _____	Birth date _____ SSN _____
US Citizen: <input type="checkbox"/> Y <input type="checkbox"/> N Drivers Lic # _____	US Citizen: <input type="checkbox"/> Y <input type="checkbox"/> N Drivers Lic # _____
Home address _____	
City, State, Zip _____	
E-mail address _____	E-mail address _____
Computer type: <input type="checkbox"/> PC <input type="checkbox"/> Apple <input type="checkbox"/> Other _____	Computer type: <input type="checkbox"/> PC <input type="checkbox"/> Apple <input type="checkbox"/> Other _____
Phone: Home _____ Work _____	Phone: Home _____ Work _____
Employer _____ City _____	Employer _____ City _____
Position _____	Position _____
How long? _____ Annual income _____	How long? _____ Annual income _____
Marital status _____ Number of dependents _____ Names _____ Ages _____	
Your estimated life expectancy: Age _____	Your estimated life expectancy: Age _____
Are you expecting your household income to <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> Remain constant	
Are you expecting any change in your job, family, or other major change in the coming year? <input type="checkbox"/> N <input type="checkbox"/> Y	
Do you have an emergency savings fund? <input type="checkbox"/> No <input type="checkbox"/> Yes, less than 3 months of living expenses <input type="checkbox"/> Yes, more than 3 months of living expenses	
Which types of insurance policies do you have? <input type="checkbox"/> Life <input type="checkbox"/> Health <input type="checkbox"/> Dental <input type="checkbox"/> Disability <input type="checkbox"/> Long term care <input type="checkbox"/> Critical illness	
<input type="checkbox"/> Home <input type="checkbox"/> Renter's <input type="checkbox"/> Auto <input type="checkbox"/> RV <input type="checkbox"/> Business <input type="checkbox"/> Landlord <input type="checkbox"/> Umbrella liability <input type="checkbox"/> Professional liability <input type="checkbox"/> Other _____	
Do you have a: <input type="checkbox"/> Will <input type="checkbox"/> Living Trust <input type="checkbox"/> Living Will <input type="checkbox"/> Other Trust <input type="checkbox"/> POA <input type="checkbox"/> Business <input type="checkbox"/> Rental Property <input type="checkbox"/> Attorney <input type="checkbox"/> CPA	

Assets:

Home value _____

Other real estate value _____

Cash/checking/savings/MM/CDs _____

Life insurance cash surrender value (list death benefit amount below) _____

IRAs, Roth IRAs _____

401k/Other retirement plans _____

Company stock, stock options _____

Other stocks, bonds, mutual funds _____

Annuities _____

College savings, ESA, 529 plans _____

Vehicles How many? _____

Other personal property, furnishings _____

Other assets _____

Value of any businesses you own _____

Total Assets _____

Minus Total Liabilities _____

= NET WORTH _____

Liabilities:

	Balance	Monthly Pmt	Interest Rate	Date Ends
Home mortgage	_____	_____	_____	_____
Other mortgages	_____	_____	_____	_____
Credit cards	_____	_____	_____	_____
Vehicle loans	_____	_____	_____	_____
Student loans	_____	_____	_____	_____
Other loans	_____	_____	_____	_____
Other debts	_____	_____	_____	_____
Business loans	_____	_____	_____	_____
Total Liabilities	_____	_____	_____	_____

Notes: _____

Do you use Quicken or some other software to track your expenses? Y N

Your life insurance death benefits _____ Spouse's life insurance death benefits _____

- Are you or any member of your immediate family employed by a bank, broker/dealer, insurance company, investment advisor or broker? Y N If Yes, whom and what firm? _____
- Are you or any member of your immediate family a corporate officer, director, owner of 10% or more of a publicly traded company? Y N If Yes, whom and what firm? _____
- How many years of investment experience with: stocks and/or bonds: _____ Mutual funds: _____ Options: _____ Real estate: _____ Other: _____
- Have you studied technical analysis? Y N Do you subscribe to any investment publications? Y N _____
- What goal are you investing for? retirement college vacation real estate purchase business other _____
- How many years to this goal? _____ years
- Do you plan to make any withdrawals within three years? N Y _____
- How much do you plan to contribute to this account? _____ per month _____ per year
- When you reach your goal, how do you plan to take distributions? One Lump Sum Distributions over _____ years
- What is the approximate current value of this investment account(s)? _____
- Have any investment funds been received from illegal activity or with intent to commit or support terrorism or illegal activity? N Y

Risk Tolerance Level

Investments fluctuate due to many reasons including the economic climate, news, rumors, interest rates, investor sentiment, and other factors. It is important to select a risk level that you are comfortable with. In order to achieve a higher return over the long term, you must be willing to tolerate wider fluctuations in your account balance in the short term. The more years you have to reach your goal, the more aggressive you can afford to be.

How would you classify your risk tolerance? Please Note: If your risk tolerance is near zero, you should not invest in the stock market.

Very low-can tolerate declines up to 5% **Low**-can tolerate declines up to about 10% **Medium**-can tolerate declines up to about 15%
 High-can tolerate declines up to about 20% **Very High**-can tolerate declines of more than 20%

We offer the following Flexible Portfolios to serve most investing needs. If necessary, we can design a Customized Portfolio for you. For more information, please refer to our Form ADV Part II disclosure statement (available on our website) or Schedule C.

Flexible Portfolio Descriptions (Investment Policy Statement)

Risk Level	<-----Most Conservative ----- Medium ----- Most Aggressive----->				
Portfolio Objective & Typical Investment Ranges	Preservation	Income	Conservative Growth	Moderate Growth	Aggressive Growth
Cash, CDs, MM, Stable Value	20-100%	20-100%	0-100%	0-100%	0-100%
US Bonds	0-80%	20-100%	20-100%	20-100%	0-100%
Foreign & Global Bonds	0-30%	0-50%	0-30%	0-40%	0-50%
High Yield & Emerging Market Bonds	0-10%	0-30%	0-30%	0-40%	0-50%
US Stock Funds	0-20%	0-40%	0-100%	0-100%	0-100%
Foreign & Global Stock Funds	0-10%	0-20%	0-30%	0-40%	0-50%
Emerging Market Stock Funds	0-10%	0-10%	0-30%	0-40%	0-50%
Real Estate Securities	0-10%	0-30%	0-30%	0-40%	0-50%
Natural Resource Securities	0-10%	0-30%	0-30%	0-40%	0-50%
Other Sector Funds	0-10%	0-30%	0-30%	0-40%	0-50%
Leveraged Funds	0-10%	0-30%	0-30%	0-40%	0-100%
Bear Funds & Short Selling	0-20%	0-30%	0-50%	0-70%	0-100%
Selected Stocks, Bonds, other individual securities*	0-20%	0-40%	0-60%	0-80%	0-100%
Alternative Investments	0-20%	0-40%	0-60%	0-80%	0-100%

* To manage risk, individual stocks are generally limited to 10% per issuer. Individual bonds are generally limited to 20% per issuer. After discussion with Advisor and review of the Flexible Portfolio Descriptions above, your goals, needs, time frame, financial situation and risk tolerance, which investment program best suits your needs at this time? (For multiple accounts, you may choose different programs.)

Choose one for each account:

1. **Preservation** _____ 3. **Conservative Growth** _____ 5. **Aggressive Growth** _____
 2. **Income** _____ 4. **Moderate Growth** _____ 6. **Customized Strategy** _____

_____ **Initials** I have received Form ADV Part II, (Brochure), available on Advisor’s website, in accordance with Section 204-3 (Written Disclosure Statement/Brochure Rule) of the Investment Advisors Act of 1940, prior to engaging Advisor for any services or transactions.

_____ **Initials** I approve the use of all investment types and ranges listed in the Flexible Portfolio Description Table and the use of dynamic and tactical asset allocation, computer models, technical analysis, investing, trading and market timing strategies.

_____ **Initials** I have reviewed the stock market history charts, available on Advisor’s website, and understand and accept the risks of investing including possible loss of capital, market decline or crash, extended periods of poor performance, strategy risk and other risks.

_____ **Initials** I approve the use of low priced stocks (under \$5) and understand they are high risk and I could lose all of my money.

_____ **Initials** I have discussed the use of options with Advisor and understand, approve and accept the risks of using options. I have received a copy of the risk disclosure brochure “Characteristics and Risks of Standardized Options”.

This investment account represents: your entire investment plan part of a larger investment plan including _____

Is there any other information that you feel is important in helping us to manage your account? No

Yes, _____

Note: You may impose reasonable restrictions on the investments or management of your account, under the **Special Provisions** addendum.

I have reviewed my information and certify that it is true and correct. I realize that changes in this information or my attitudes toward investment risk can affect the suitability of an investment. I agree to promptly notify Advisor of any significant change in this information. An electronic record of this document shall be equivalent to a paper record. A typed or electronic signature shall be equivalent to an original written signature.

Client Signature _____

Date _____

Joint Client Signature _____

Date _____

Advisor Financial Services Advisor Services Agreement

This Agreement, is made between the undersigned party,

whose mailing address is

(“Client”), and ACT Financial Services, LLC, (a Limited Liability Company) dba **Advisor Financial Services**, a Registered Investment Advisor (“Advisor”). **Client shall initial each section below** as further evidence that each section has been read, understood and agreed to.

1. SCOPE OF ENGAGEMENT

(a) Advisor agrees to consult with Client to acquire data on Client’s assets, liabilities, credit, present and future foreseeable obligations and income, desired financial goals, risk tolerance, risk management and related data;

(b) Client agrees to cooperate with Advisor, reply within 24 hours to communications, complete a financial profile, and provide such information, data and documents requested by Advisor. In addition, Client hereby certifies that, to the best of Client’s knowledge, such information is true, accurate and complete. Client agrees to contact Advisor annually and any time Client information changes. Advisor shall be fully protected in relying upon any such information until Advisor has been duly advised in writing of changes therein;

(c) Client acknowledges that Advisor cannot adequately perform services unless Client diligently performs Client’s responsibilities under this Agreement. Advisor shall not be required to verify any information obtained from Client, Client’s agent, or Client’s attorney, accountant or other professionals, and is expressly authorized to rely thereon;

(d) Client acknowledges receipt of Advisor’s Privacy Policy Notice, which governs confidentiality of information;

(e) In reliance upon the accuracy and completeness of information provided by Client, Advisor agrees to furnish Client with one or more **services listed below, as indicated by the placement of Client’s initials next to service description**. Such services are described in detail on the attached **Schedule A**;

(f) Unless otherwise specifically and expressly indicated in this Agreement, Client acknowledges and understands that the service(s) to be provided by Advisor under this Agreement are limited to those indicated below;

(g) Advisor shall provide Client with a verbal or written report or plan showing the results of the study, analysis or plan. Such reports may be delivered in person or by phone, mail, e-mail, fax, website or web conference. Advisor shall seek to meet Client’s needs but does not guarantee any specific contents or results of plan, report or analysis;

(h) Advisor shall notify Client as work is completed. Advisor shall endeavor to provide service in a timely manner, but does not warrant or represent that any such service shall be fully completed on or by a specific date;

(i) Client expressly acknowledges and understands that Advisor’s services are not rendered exclusively to Client, Advisor may provide advice freely to other clients, and advice provided to Client may be the same as or differ from advice provided to other clients; and

(j) Client shall not disclose details of any advice, information, plan, analysis, methods, strategies, formulas or models used by Advisor without prior consent of Advisor.

Choose: Investment Advisory and Alert Services:

_____ 1. Advisor Support (Level 1 Service)

_____ 2. Advisor Update (Level 2 Service)

Or Financial Planning & Consulting Services, not both:

_____ 1. Budgeting, Cash Flow and Credit Analysis

_____ 2. Income Tax Planning

_____ 3. College Education Planning

_____ 4. Retirement Planning

_____ 5. Long Term Care Planning

_____ 6. Insurance Analysis and Planning

_____ 7. Estate Planning

_____ 8. Asset Protection Planning & Consulting

_____ 9. Business Financial Planning & Consulting

_____ 10. Executive Benefits Planning

_____ 11. Employee Benefits Analysis & Planning

_____ 12. Real Estate Consulting

_____ 13. Property Management Consulting

_____ 14. Economic and Market Analysis Consulting

_____ 15. Other Financial Services & Consulting

2. ADVISOR COMPENSATION

(a) (For Level 2 Service, insert NA) If Client engages Advisor for any of the services described above, Client agrees to pay \$ _____ per hour, \$ _____ per year, or a fee of \$ _____ or _____% of assets. Fees are negotiable. Unless otherwise stated, Client shall pay fees, on or before due date, as services are rendered. After thirty

(30) days, any amounts due shall be charged interest at eighteen percent (18%) per annum.

(b) Advisor believes that its fees are reasonable in relation to: (1) the services provided under this Agreement; and (2) the fees charged by other advisors offering similar services/programs. Advisor’s fees may be higher or lower than other advisors offering similar services/programs;

(c) Advisor may receive additional compensation for referrals if Client transacts business with certain brokers, insurance agents, professional services, web sites or for other products or services sold or recommended by Advisor; (d) Advisor may receive additional compensation if Client purchases insurance or annuities through Advisor or executes a separate investment advisory, investment management or advisor services agreement with Advisor.

3. REFERRAL FEES

If Client was introduced to Advisor through a Solicitor, Client may pay that Solicitor a referral fee in accordance with Rule 206(4)-3 of the Investment Advisers Act of 1940 (Advisers Act). The referral fee shall be paid solely from Advisor Compensation as defined in this Agreement, and shall not result in any additional charge to Client. Client acknowledges receipt of the written disclosure statement disclosing the terms of the solicitation arrangement between Advisor and Solicitor, including the compensation to be received by Solicitor from Advisor.

4. DIRECTIONS TO THE ADVISOR

All directions by Client to Advisor (i.e. notices, instructions, including directions relating to changes in Client’s financial situation, needs and investment objectives) shall be in writing and shall only be effective upon written receipt by Advisor. Advisor shall be fully protected in relying upon any such direction, notice, or instruction until Advisor has been duly advised in writing of changes therein.

5. INDEMNIFICATION

Except as otherwise provided by federal or state securities laws, neither Advisor, nor Advisor’s Affiliate, Representative nor Solicitor, acting in good faith, shall be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, investment of Client’s Assets, adherence to Client instructions or restrictions, any indirect, consequential, punitive or noneconomic damages, transactions initiated, approved or impeded by Client, or an adverse decision by another company to restrict and/or prohibit market timing activities, or acts, delays, errors and/or omissions of Client, other advisors, companies or third party service providers recommended to Client by Advisor, including a broker-dealer or custodian, declines while away on business, vacation or other brief trips, or any event beyond Advisor’s, Affiliate’s, Representative’s or Solicitor’s control, such as death, disease, illness, incapacity, war, terrorism, riot, fire, storm, disaster, strike, malfunction, market decline, closure or suspension, illiquidity, interruption of utilities or Internet service, virus, solvency, theft, fraud or unauthorized access. If Client does not provide complete and accurate information, Advisor shall not be responsible for any loss or damages related to analysis of information provided. Advisor shall only be responsible for services agreed to. If such services cover only a portion of Client’s total financial situation, needs, investment objectives or assets, Advisor is only responsible for those services that Client has contracted for under this Agreement, without consideration to any change in financial situation, needs, investment objectives or assets not disclosed in writing by Client.

6. CLIENT CONFLICTS

If this Agreement is between Advisor and related Clients (i.e. husband and wife, partners), Advisor’s services shall be based upon any information communicated to Advisor. Advisor shall be permitted to rely upon instructions and information from either party, unless and until such reliance is revoked in writing to Advisor. Advisor shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.

7. DISPUTES, MEDIATION & ARBITRATION

Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to Advisor’s services under this Agreement, both Advisor and Client agree to: (1) first attempt to resolve any dispute in good faith mediation, under NASD Mediation Rules, and, (2) only if unsuccessful after ninety (90) days of mediation, then submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association (“AAA”), provided that the AAA accepts jurisdiction. Advisor and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Advisor and Client are waiving their respective rights to seek remedies in court, including

the right to a jury trial. Client acknowledges and agrees that in the specific event of non-payment of any portion of Advisor Compensation under this Agreement, Advisor, in addition to aforementioned remedies, shall be free to pursue all other legal remedies available to Advisor under law, and shall be entitled to reimbursement of reasonable attorney fees, court costs, interest and other costs of collection.

8. TERMINATION

This Agreement shall continue in effect until its expiration date, if any, or until such time as the parties execute another contract intended to supersede this Agreement or until modified by a signed, written amendment or until terminated by either party by signed written notice to the other party. Termination of this Agreement shall not affect (i) the validity of any action previously taken by Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client’s obligation to pay advisory fees (prorated through the date of termination). Upon death or legal incompetence of Client, Client’s executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Advisor. Unearned prepaid fees shall be refunded. Upon suspension or termination of this Agreement, Advisor will have no obligation to make recommendations or take any action with regard to Client, other than returning any Client documents.

9. OTHER PROVISIONS

This Agreement may not be modified except in writing signed by all parties. Advisor may suspend services without liability or reduction in fees if and while the Client fails to pay or comply with Agreement or fails to cooperate with Advisor. This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or Advisor without the prior written consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Advisor shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be modified, rescinded, or ineffective to comply with the law, without affecting the remaining provisions of this Agreement. For joint accounts, all obligations shall be joint and several. Lack of initials shall not invalidate Agreement or any section. Provisions on Indemnification and Disputes, Mediation & Arbitration shall survive any termination of this Agreement. Agreement and any listed attachments represent entire agreement. Advisor’s delay or failure to enforce any provision shall not waive any rights. Any communication by E-mail or Internet is not secure. Headings are for convenience only. Market valuations by Advisor shall be made in good faith.

Time is of the essence in this Agreement. Prompt replies to Advisor from Client (within 24 hours) are required.

10. APPLICABLE LAW

This Agreement supersedes and replaces, in its entirety, all previous advisor services agreement(s) between the parties. To the extent not inconsistent with applicable law, Advisers Act, any applicable rule or order of the SEC under Advisers Act, and, if applicable, ERISA and any rule or order of Department of Labor under ERISA, this Agreement shall be governed by and construed in accordance with the laws of the state of Advisor’s domicile. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute between Advisor and Client shall be the state of Advisor’s domicile.

11. DISCLOSURE STATEMENT (ADV)

Client hereby acknowledges prior receipt of a copy of Advisor’s Form ADV Part II Disclosure Statement. Client further acknowledges that Client has had a reasonable opportunity (i.e. at least 48 hours) to review said Disclosure Statement, and to discuss contents of same with professionals of Client’s choosing, prior to execution of this Agreement. Any Client who has not received a copy of Disclosure Statement at least 48 hours prior to execution of this Agreement shall have five (5) business days from date of execution of this Agreement to terminate Advisor’s services without any Advisor fee. However, Client shall bear sole risk of any investment action taken by Advisor in reliance on this Agreement during that five-day period and before receiving actual notice of termination from Client.

12. ADDITIONAL DISCLOSURE

Advisor is a fee-based Registered Investment Advisor (RIA) providing investment and financial advice and services. Advisor also offers certain insurance, annuity and other products or services for commissions or referral fees.

It is expressly understood and agreed that Advisor is not qualified to and does not render any legal, tax or accounting advice, nor property, casualty or liability insurance advice, nor will the Advisor prepare any legal, tax or accounting documents.

Client agrees to seek the services of a competent professional in these areas.

13. ERISA ACCOUNTS

If Client's Account is subject to provisions of Employee Retirement Income Security Act of 1974, as amended ('ERISA'), Client represents that employment of Advisor, and any instruction that Client has given Advisor regarding Client's Account, is consistent with applicable plan and trust documents. Client agrees to furnish Advisor with copies of such governing documents. Client acknowledges that it is a 'named fiduciary' with respect to control and management of the assets held in Client's Account, and shall notify Advisor promptly of any change in the identity of the named fiduciary with respect to Client's Account. If Client's Account contains only a part of the assets of the plan, Client understands that Advisor shall have no responsibility for the diversification of all of the plan's investments, and that Advisor shall have no duty, responsibility or liability for Client assets that are not in Client's Account. For ERISA Clients for which it serves as an 'investment advisor' as defined in Section 3(38) of ERISA, Advisor shall be a "fiduciary" as defined in Section 3(21)(A) of ERISA and shall maintain any applicable requirements for the duration of this Agreement.

14. CLIENT REVIEW

Client shall promptly and carefully review all advice, information, transactions, notices, alerts, e-mail and account statements. Transactions, allocations, recommendations, strategies, risks, fees and account holdings shall be deemed as suitable, correct, approved and ratified by Client unless Client submits written objection to Advisor, within seven (7) days after transaction, notice, alert or statement date.

15. ATTACHMENTS

- Client Profile/Risk Tolerance Evaluation
Schedule of Assets Under Advisement
Receipt for Client documents

16. SPECIAL PROVISIONS

Separate Agreements Required- If this Agreement includes any Investment Advisory and Alert Services listed in Schedule A, no other financial services are included except by separate written agreement, regardless of any selections indicated in Section 1 (j).

Limited Support- Client understands that Advisor is a small firm with limited time and resources and provides limited service and support as compared to a large firm. Client chooses and prefers to work with a small firm and agrees to cooperate and have reasonable expectations of limited time, service and support available from Advisor.

An electronic record of this document shall be equivalent to a paper record. A typed or electronic signature shall be equivalent to an original written signature.

IN WITNESS WHEREOF, Client hereby agrees to all terms and conditions of this Agreement, including Schedule A, and has executed this Agreement on the date first written below. This Agreement is not in effect until accepted by Advisor.

Client's name (print) Fiduciary title (if any)

Client's written or electronic signature Date

Joint Client's name (print) Fiduciary title (if any)

Joint client's written or electronic signature Date

ACCEPTED

By (registered principal)/Title
ACT Financial Services, LLC
dba Advisor Financial Services
1115 Elkton Drive, Suite 300
Colorado Springs, CO 80907
IA Representative

Date
Form AGR-AS7, 8/1/07

Schedule A

Advisor's analysis will be based upon information provided to Advisor by Client and by independent research. See Advisor's Form ADV Part II Sch. F for additional information.

Investment Advisory & Alert Services

1. Advisor Support (Level 1 Service):
Advisor Support service is for clients who wish to manage their own investments but need some initial or occasional assistance in designing a portfolio or who have other investing questions. Advisor Support service includes initial investment and asset allocation analysis, market analysis, economic analysis and recommendations. Occasional telephone or online support is also included.

2. Advisor Update (Level 2 Service):

Advisor Update service is most appropriate for clients who wish to manage their own investments but desire initial and ongoing assistance, recommendations and alerts in designing and managing a portfolio, making adjustments for changing market conditions and assistance with other investing questions. Advisor Update service includes Level 1 Advisor Support services listed above, plus investment monitoring, advisory alerts, charts, graphs, and dynamic asset allocation and other signals from Advisor's computer models for individuals, retirement plan participants, other advisors and institutional clients that wish to manage their own investments or their clients' investments but need assistance with ongoing investment decisions. Advisor Update may be useful to plan fiduciaries or clients who are plan participants in an employer sponsored retirement plan such as a 401(k), 403(b), 457, Keogh, Profit Sharing, SEP IRA, SIMPLE IRA or individual retirement plans such as a traditional IRA, Roth IRA, education IRA or rollover IRA. Client decides whether or not to follow recommendations. Client shall not initiate any transactions not recommended by Advisor. Advisor may suspend or terminate service if Client initiates transactions that are altered, unsuitable, excessive, or late, or if Client fails to pay, comply or cooperate with Advisor, or if Client acts in a harmful, disrespectful, disloyal, unethical, unlawful, unreasonable, unresponsive or interfering manner.

Advisor Update may be provided by mail, e-mail, telephone, fax or website. Fees are payable quarterly, in arrears, within seven (7) days. Fees are due regardless of the frequency of advice or alerts, or Client gains or losses. Advisor does not guarantee profits or any specific level of performance. Advisor or Client may terminate service by signed written notice. Client shall receive pro-rated refund for unearned portion of any advance fee paid. Advisor reserves right to provide Advisor Update service to clients or prospective clients at lower cost. Clients shall not share, copy, transmit, or forward Advisor Update to others or use for any commercial purpose without written permission.

Client grants Limited Power of Attorney (LPOA) to Advisor to access Client's account to verify holdings and balances. Advisor may not buy or sell in Client's account. Client agrees to provide Advisor with necessary information to access Client's account including website address, PIN number, password, user name, telephone number, and Social Security Number. Client agrees to notify Advisor promptly in writing of any changes to available investment choices, rules, fees, contribution rates, goals, risk tolerance, or other matters of interest or requested by the Advisor.

Advisor's fee for this service shall be a fixed fee of \$_____ annually, \$_____ quarterly, or _____% annually, _____% quarterly, of the total combined balances of all accounts listed below or under Special Provisions. Fee shall be paid quarterly and: _____ Advisor is authorized to debit fee from account

_____ paid with PayPal (see PayPal.com for more info)
_____ other _____

Client account number(s) _____

Account website(s) _____

User ID/PW _____

3. Advisor Management (Level 3 Service):
(Advisor Management services are available by separate investment management agreement.)

Financial Planning & Consulting Services

1. Budgeting, Cash Flow and Credit Analysis:
Advisor shall prepare a detailed budget, cash flow and credit analysis for Client.

2. Income Tax Planning:
Advisor shall prepare a detailed income tax plan and recommendations, including generic investment recommendations.

3. College Education Planning:
Advisor shall prepare a detailed financial plan, including generic investment recommendations, relating to the funding of college educational expenses for Client or Client's children, grandchildren or other dependents or relatives.

4. Retirement Planning:
Advisor shall prepare a detailed financial plan, including generic investment recommendations, dealing with Client's financial concerns relating to retirement.

5. Long Term Care Planning:
Advisor shall prepare a detailed financial plan, including generic investment recommendations, dealing with Client's financial concerns relating to long term care for Client or Client's spouse, parents, children, grandparents or other relatives.

6. Insurance Analysis & Planning:
Advisor shall prepare a detailed financial plan, including generic investment recommendations, dealing with Client's financial concerns relating to life, health, disability, long term care and critical illness insurance.

7. Estate Planning:
Advisor shall prepare a detailed financial plan, including generic investment recommendations dealing with Client's financial concerns relating to the disposition of their estate.

8. Asset Protection Planning & Consulting:
Advisor shall prepare a detailed financial plan, including generic investment recommendations, dealing with Client's financial concerns relating to asset protection.

9. Business Financial Planning & Consulting:
Advisor shall prepare a detailed financial plan, including generic investment recommendations, dealing with Client's financial concerns relating to business financial planning.

10. Executive Benefits Planning:
Advisor shall prepare a detailed financial plan, including generic investment recommendations, dealing with Client's financial concerns relating to executive benefits planning.

11. Employee Benefits Analysis & Planning:
Advisor shall prepare a detailed analysis, including generic investment recommendations, of the employee benefits offered by Client, if Client acts as an employer, or received by Client, if Client acts as an employee.

12. Real Estate Consulting:
Advisor shall prepare a detailed financial plan, including generic investment recommendations, dealing with Client's financial concerns relating to real estate.

13. Property Management Consulting:
Advisor shall prepare a detailed financial plan, including generic investment recommendations, dealing with Client's financial concerns relating to property management.

14. Economic & Market Analysis Consulting:
Advisor shall prepare a detailed financial plan, including generic investment recommendations, dealing with Client's financial concerns relating to economic & market analysis.

15. Other Financial Services & Consulting:
Advisor shall provide other financial services, advice and consulting as described under Special Provisions above, or on an attached exhibit of services to be rendered.

Asset Identification: This Agreement shall pertain to the following real estate, business, corporation, LLC, trust, partnership, account, investment or other asset, which shall be considered an Asset Under Advisement of the Advisor, subject to the terms and fees stated in this Agreement.

Schedule of Assets Under Advisement

Asset description, address, asset value:

Blank lines for asset description, address, and asset value.

Disclaimer Notice and Release for Legal, Tax and Accounting Advice

To Whom It May Concern:

KNOW THAT

Name1 _____
Name2 _____ residing at
Street Address _____
City _____ State _____ Zip _____,



as Client(s) or Prospective Client(s), (hereafter referred to as Client),

In consideration of good and valuable consideration, including financial consulting services, financial planning, financial advice, investment advice, investment management, real estate investment advice, property management advice, business advice, insurance advice, estate planning advice, data gathering, analysis, processing, preparing insurance quotes, explanations, time and answers to questions received, through any form of communications, from:

Registered Investment Advisor Firm: ACT Financial Services, LLC
dba Advisor Financial Services
1115 Elkton Drive, Suite 300
Colorado Springs, CO 80907

and Advisor Firm's Representative: Gerald (Jerry) Lucas, Financial Advisor, CEO and Manager,
(hereafter, Firm and Representative collectively referred to as Advisor) and,

Whereas, Client agrees and understands that **Advisor is not a law firm, tax firm or accounting firm**, and does not provide legal, tax or accounting advice, and does not draft legal documents or assist in completing legal forms, and,

Whereas, Advisor may review various legal documents, wills, trust documents, business documents, property management documents, tax documents and other records or documents in the course of reviewing and analyzing Client's financial situation, risk exposure, history or goals, and, Advisor may provide or sell educational information, brochures, books, courses and suggest professional advisors, reading material, classes, seminars or Internet websites, and,

Whereas, Advisor may recommend that Client make changes to current investments, insurance, mortgages, debts, accounts, estate planning, asset protection planning, business planning, property management, bookkeeping, record keeping, taxes, policies and procedures, and strategies or documents related to these matters, and,

Whereas, Advisor recommends that Client should seek the counsel of competent, licensed professional advisors when dealing with legal, tax and accounting matters, and,

Whereas, Client assumes all burden, responsibility, risk and liability for failing to obtain competent advice from a legal, tax or accounting professional advisor,

THEREFORE, Client hereby releases and discharges the Advisor, and the Advisor's representatives, heirs, executors, administrators, successors, and assigns from all liability, actions, causes of action, suits, debts, dues, sums of money, accounts, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, claims, and demands whatsoever, which, the Client, Client's spouse, successors and assigns ever had, now have, or hereafter can, shall or may have, for, upon, or by reason of any matter, cause, error or omission whatsoever, **relating to legal, tax, or accounting matters** of Client or Client's spouse, family or their estate(s). Advisor shall not be responsible for advice given by others.

An electronic record of this document shall be equivalent to a paper record. A typed or electronic signature shall be equivalent to an original written signature. Form REL-003 10/11/06

Client Written or Electronic Signature _____ Date: _____

Client Written or Electronic Signature _____ Date: _____



Privacy Policy Notice

1. General Information

This notice is provided to you in compliance with the Financial Services Modernization Act (Gramm-Leach-Bliley Act) of 1999, for information purposes only. No action is required on your part.

The Act regulates how financial services companies, including advisors, may collect, use and maintain non-public personal information ("personal information") and under what circumstances we may share your personal information with other parties. Non-public personal information is any information that cannot be found in public sources including government records, widely distributed media (such as telephone directories or newspapers) or information disclosed to the public as required by law.

2. Disclosure Statement

In order to advise you and to open, close, transfer, modify, administer, service, and manage your accounts and policies and to conduct our business, we collect, disclose and protect personal information of consumers, customers and clients.

3. Personal Information We May Collect and Disclose

In the course of inquiring, considering, or doing business with us, you share personal information. Whether you are a prospective, current or previous client, customer, or consumer, we respect your privacy. We collect personal information about you from applications, forms, statements, documents, policies, meetings, teleconferences, web conferences, websites, seminars, promotional offers, correspondence, other communications and your transactions. You may provide personal information in writing, electronically, or by phone, fax, mail, e-mail, or verbally, in person or through your representative. We may collect and use information from outside sources as part of our marketing and service efforts.

Personal information includes your name, address, e-mail address, phone numbers, fax number, date of birth, social security number, financial account numbers, passwords, balances, holdings and activity, sources and amounts of income, assets and liabilities, investments, goals, risk tolerance, investing experience, insurance coverage and needs, medical history, annuities, beneficiaries, family information, tax information, business information, information obtained from visitors to our web site, credit card numbers, frequent flyer account numbers, and other information that you provide us directly or indirectly through representatives, agents, advisors, solicitors, marketers or service providers. We may keep and use your information as long as needed.

4. Parties to Whom We May Disclose Personal Information

You authorize us to disclose the personal information needed to advise you and to open, close, transfer, modify, administer, service, and manage your prospective, current or past accounts and policies and for us to conduct our business. We may disclose some or all of this information to our employees, agents, successors and affiliates, as well as third party service providers (such as broker-dealers, registered representatives, custodians, banks, sub-advisors, insurance and annuity companies and agents, insurance health examination providers, and other service providers, depending on your specific financial situation, such as other advisors, agents, consultants, investment advisors, managers, brokers, lenders, lawyers, accountants and estate administrators) that assist us in providing advice, information, servicing your accounts or processing fees, charges or transactions for your accounts, for processing frequent flyer accounts, to government agencies, examiners or law enforcement, to parties being used for resolving disputes, to joint account holders and trustees, to parties that provide administrative, recordkeeping, payment processing, order fulfillment or marketing services on our behalf, to other financial institutions with whom we have joint marketing agreements, to other parties when authorized by you, and as otherwise permitted or required by law. You authorize us to disclose your name or your company's name as a client of our firm and on our client list. Otherwise, we may not disclose your personal information except as permitted or required by law. Any medical information may be disclosed for insurance purposes only. Illegal and suspicious activity is reported as required by law.

5. Your Opt Out Rights

If you prefer that we not disclose confidential personal information about you to non-affiliated third parties, you may opt out of the disclosure: that is, you may direct us not to make those disclosures (other than disclosures permitted or required by law). If you wish to opt out of disclosures to nonaffiliated third parties you may notify us by mail, e-mail or fax of the specific personal information that we may not disclose. Please refer to the Act and its associated regulations for more information.

6. Protecting Your Personal Information

We do not sell personal information about you to anyone. Access to your personal information is restricted to those companies, agencies, employees, representatives and individuals that provide information gathering or storage services or have a need to know that information to provide products or services for you. We maintain physical, electronic and procedural safeguards to protect your personal information. We may keep personal information or backup copies at offsite storage locations or computer storage systems. We require our service providers to restrict access to your personal information and to maintain physical, electronic and procedural safeguards to protect your personal information. However, we are not responsible for the acts or omissions of others. You also understand that information exchanged by email, fax, wireless device or Internet is not secure and we are not responsible for any interception, theft or misuse of information transmitted electronically. Online transactions we place for you use Secure Socket Layer (SSL) technology and 128-bit encryption for protection.

7. Making Sure Your Personal Information is Accurate

The accuracy of your personal information is important to us. Please let us know about any changes or outdated, incomplete or inaccurate information so that we may update your information in our records.

8. Annual Delivery, Receipt and Acceptance

- a) By establishing, considering, renewing or maintaining an account or relationship with us, or initiating the purchase of a product or service, you acknowledge receipt of this notice on or before the date you established an account or relationship with us or initiated the purchase.
- b) You agree to the terms of this notice unless you have notified us otherwise in writing. We may revise the terms of this notice from time to time.
- c) You understand that you may receive a copy of the current revision of this notice each year or upon your request.
- d) **You understand that you may view a copy of the current revision of this notice on our website (www.AdvisorFinancialServices.com) at any time.**

We value your business and the trust you have placed in us.
Please contact us if you have any questions or concerns
regarding our privacy policy.

ACT Financial Services, LLC
(A Limited Liability Company)
dba Advisor Financial Services
1115 Elkton Drive, Suite 300
Colorado Springs, CO 80907

Phone: (719) 591-0433
E-mail: Jerry_Lucas@msn.com
Website: AdvisorFinancialServices.com