



Client Name \_\_\_\_\_  
Rep Name \_\_\_\_\_  
Investment Type \_\_\_\_ VA \_\_\_\_ VL \_\_\_\_ MF  
Other \_\_\_\_\_  
Investment Co. \_\_\_\_\_  
Front End Load (Commission) \_\_\_\_\_ %  
Date Received: \_\_\_\_\_  
Date Sent: \_\_\_\_\_

### New Business Checklist

- Transaction Cover Sheet
- CRS Delivery Acknowledgement Form
- Investment Company Application
- Check (if applicable)
- LifeMark/NFS New Account Form  
 Previously on File
- LifeMark Anti Money Laundering Form  
 Previously on File
- LifeMark Client Acknowledgement Form
- Compensation Disclosure (NY Insurance Products ONLY)
- LifeMark Switch Paperwork (if necessary)
- Submit for Supervisor review/approval and processing  
(Contact your supervising principal for preferred protocol)
- Add CRM Correspondence in Investigo (if applicable)

# Transaction Cover Sheet

Client(s) Name: \_\_\_\_\_  
 Representative: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Investment Amount: \_\_\_\_\_

	Recommended investment	Describe Other Investments that were Considered <small>*If no other investments were considered, explain why in additional notes below</small>	
Product Type	<input type="checkbox"/> Fund <input type="checkbox"/> Annuity <input type="checkbox"/> Advisory <input type="checkbox"/> Other _____	<input type="checkbox"/> Fund <input type="checkbox"/> Annuity <input type="checkbox"/> Advisory <input type="checkbox"/> Other _____	<input type="checkbox"/> Fund <input type="checkbox"/> Annuity <input type="checkbox"/> Advisory <input type="checkbox"/> Other _____
Investment Company	_____	_____	_____
Name of Product	_____	_____	_____

Please provide applicable compensation structure of each option

Gross Rep Compensation	_____	_____	_____
Deferred Sales Charge	___% through ___% over a ___ year period	___% through ___% over a ___ year period	___% through ___% over a ___ year period
Advisory Fee <small>(Including IAR, Program, and Manager Fees)</small>	_____	_____	_____

Specify account types considered (check all that apply):

Trad IRA  
  ROTH IRA  
  SEP IRA  
  SIMPLE IRA  
  Taxable  
  Custodial (529/UTMA)  
  Other \_\_\_\_\_

Why did you determine that the recommended account type is in your client's best interest? \_\_\_\_\_

What are the client's needs and how were they determined? \_\_\_\_\_

Why was the recommended investment selected over the other options considered? \_\_\_\_\_

Rate the inherent risk of the proposed investment (1=Conservative, 10=Aggressive):    1   2   3   4   5   6   7   8   9   10

Additional notes: \_\_\_\_\_

Supervising Principal Initials:    \_\_\_\_\_ Approved    \_\_\_\_\_ Conditional Approval    \_\_\_\_\_ Rejected

Supervising Principal Comments: \_\_\_\_\_

# LifeMark Securities Corp.

## Customer Relationship Summary (CRS)

### Introduction

LifeMark Securities Corp. is registered with the Securities and Exchange (SEC) as both a Broker/Dealer (BD) and an Investment Advisor (RIA). We are also members of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC). **It is important to understand the differences in services and fees between the BD and RIA. This CRS is an abbreviated summary, not an exhaustive description of services and fees. We recommend you read this summary thoroughly and ask your financial professional questions.**

Free and simple tools to research firms and financial professionals and learn more about financial services and investing are available at <https://www.investor.gov/CRS>.

### What investment services and advice can you provide me?

Depending on your needs and objectives, we can provide you with brokerage services, investment advisory services or both. The table below summarizes the types of services we provide and how would you pay for them. Ask your financial professional more about these fees and services.

Broker-Dealer Services - Brokerage Accounts	Investment Advisory Services - Advisory Accounts
<p>In brokerage accounts you are buying or selling specific investments such as annuities, stocks, bonds, mutual funds, limited partnerships, alternative investments, or other products for which your financial professional receives a commission. You may select or we may recommend investments for your account, but the ultimate investment decisions are made by you. We can offer additional services to assist you in developing and implementing your strategy and monitoring your account at an agreed upon frequency, but you may pay additional fees. If you choose additional services, the terms and fees will be spelled out in a separate agreement. We will deliver account statements to you quarterly either via U.S. mail or electronically.</p> <p>We offer an extensive selection of brokerage products, but it is limited. <u>We do not offer proprietary products.</u> Other firms may offer more selections, and some may have lower costs.</p>	<p>We offer investment advisory services to retail investors through third party money managers and custom allocations utilizing Mutual Funds, ETFs, advisory annuities, and individual securities such as stocks and bonds. Prior to engaging in advisory services, we will determine your suitability. Suitability factors include investment objectives, investment experience, risk tolerance, time horizon, individual preferences, and financial information, among other factors.</p> <p>Depending on the advisory program chosen, the platform or underlying investments may have account minimums or fee minimums.</p> <p><b>We accept discretionary authority.</b> Our advisers have the option to exercise discretion or delegate investment advisory responsibilities to a third party through Turnkey Asset Management Programs (TAMPS). Based on the account structure / characteristics, customer are not allowed to place orders in their advisory account.</p> <p>We offer financial planning and consulting services. Fee payment options are a flat fee arrangement, hourly fee arrangement, or one-time payment only arrangement.</p> <p><b>Additional Information.</b> For a complete description of our advisory services, read our Form ADV Part 2A Brochure at <a href="https://lifemark.com/Portals/lifemark/Firm%20Brochure%20A.pdf">https://lifemark.com/Portals/lifemark/Firm%20Brochure%20A.pdf</a></p>

**Ask your financial professional these questions:**

**Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or why not?**

**How will you choose investments you recommend to me? What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?**

## What fees will I pay?

### Broker-Dealer Services - Brokerage Accounts

You will pay a fee every time you buy or sell an investment. The fee is called a “**commission**” and is based on the specific transaction, not the value of your account. There are other fees and costs related to brokerage services including, but not limited to

- **custodial and account maintenance fees** -payments to the person or entity that manages your investments

Mutual funds and variable annuities may have the following fees:

- **management and administrative fees** - the cost of having your assets professionally managed
- **surrender charges** - a charge you must pay if you sell or withdraw money during the set period following your purchase, usually six to eight years
- **12b-1 fees** - for marketing, distribution, and operational expenses of the fund

These fees are recurring and are applied as long as you hold the investment.

Some investments allow you to choose different **share classes** that let you pay the commission up front or spread it out over a period of time. It is important to discuss different share classes with your financial professional. To learn more about the costs of different share classes use FINRA’s Fund Analyzer [https://tools.finra.org/fund\\_analyzer/](https://tools.finra.org/fund_analyzer/).

Variable annuities may also have the following charges:

- **mortality and expense charges (M&E)** – protects the insurance company against unexpected events
- **rider charges** – amends the terms of a policy to include additional coverage.

From a cost perspective, you may prefer a transaction-based fee if you do not trade often or if you plan to buy and hold for longer periods of time.

### Investment Advisory Services - Advisory Accounts

In an advisory account, you will pay an ongoing asset-based fee for managed accounts or fixed fees for modular financial plans or negotiable hourly fees for customized planning or consulting. Fees may be billed in advance or in arrears and the frequency may vary. You should refer to your investment management agreement or consult with your financial professional with questions on your fee billing.

An asset-based fee is negotiable, recurring and is a percentage of the total value of your assets. It generally includes an “**advisor’s fee**”, a “**custodian’s fee**”, and a “**management fee**”. It may also include an “**overlay fee**” or “**platform fee**” or other miscellaneous fees. Combined, total fees can be as high 3.0%

The advisory fee will be agreed upon between you and your Investment Professional as disclosed in your Management Agreement, but generally, this fee will not exceed 2.00%.

It is important to understand all fees and expenses. Please ask your financial professional to explain them.

**Additional Information.** We offer a broad array of advisory services with different fees and expenses. The list of fees and expenses above is a summary and not exhaustive, For a complete description of our fees, read our Form ADV Part 2A Brochure at our website <https://lifemark.com/Portals/lifemark/Firm%20Brochure%202A.pdf>

An asset-based fee may cost more than a transaction-based fee, but you may prefer an asset-based fee if you want continuing advice or someone to make investment decisions for you.

**You will pay fees and costs whether you make money or lose money on your investments.** Fees and costs will reduce the amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

**Ask your financial professional this question:**

**Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs and how much will be invested for me?**

## What are your legal obligations to me when providing recommendations as my broker/dealer or when acting as my investment adviser? How does your firm make money and what conflicts of interest do you have?

When we provide you with a recommendation as your broker/dealer or act as your investment adviser, we are required to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money may create some conflict between our interests and yours. You should ask about and understand these conflicts because they can affect the advice we provide you. Here are some examples to help you understand what this means.

Broker-Dealer Services - Brokerage Accounts	Investment Advisory Services - Advisory Accounts
<p>Some of our financial professionals have licenses that limit the securities they may recommend. Therefore, they are only permitted to recommend securities for which they are licensed even if a security for which they are not licensed would better suit your needs.</p> <p>The commissions we earn when selling an investment vary from product to product. Some are higher than others which may create an incentive to recommend one that pays us more.</p> <p>We do not engage in Revenue Sharing with a third party.</p> <p>In certain mutual funds, discounted sales charges are available when you buy larger amounts within the fund family. These are called “<b>Breakpoints.</b>” Splitting your investment across several fund families may deprive you of such discount and make us more money.</p> <p>In certain mutual funds and annuities, different share classes can result in you paying higher fees for longer periods of time. Recommending such share classes could result in us getting paid more. To learn more about the best share class for you use FINRA’s Fund Analyzer <a href="https://tools.finra.org/fund_analyzer/">https://tools.finra.org/fund_analyzer/</a>.</p> <p>The more trades you make, the more you will be charged. Therefore, trading more often will generate more commissions for us.</p>	<p>We do not receive third party payments.</p> <p>We do not engage in Revenue Sharing with a third party.</p> <p>The more assets you have in an advisory account, including cash, the more we get paid. Therefore, we have an incentive to increase the assets in your account in order to increase our fees.</p> <p>Advisory accounts have ongoing fees and we get paid continuously for as long as we hold your account. Recommending an advisory account could result in us getting paid more than a transaction-based account.</p> <p>Because advisory account fees are asset-based, our compensation increases as the value of your account increases even though additional services are not being added.</p> <p>Additional Information. For a more complete description of our potential conflicts of interest, read our Form ADV Part 2A Brochure at our website. <a href="https://lifemark.com/Portals/lifemark/Firm%20Brochure%202A.pdf">https://lifemark.com/Portals/lifemark/Firm%20Brochure%202A.pdf</a></p>

We may receive sponsorship from institutions we work with to help us pay for our meetings and conferences, which may create an incentive to recommend their products or services over others that do not.

We may be invited to meetings from institutions we work with to conduct due diligence or to learn more about their products and services. The institutions may pay for all our expenses associated with attendance, including social events like a round of golf or some other form of entertainment, which may create an incentive to direct business to them.

We may receive different levels of compensation if working with an intermediary such as an insurance marketing organization or insurance general agency.

Supervisors tasked with oversight of our financial professionals may receive an override on the financial professional’s compensation which may create an incentive to approve certain transactions.

**Ask your financial professional this question:  
How might your conflicts of interest affect me, and how will you address them?**

## How do your financial professionals make money?

Our financial professionals receive a percentage of the total compensation our firm receives for transactions or fees derived from customer accounts. The percentage they receive is called a **“Payout.”** It is negotiable and increases with the total volume of business they conduct.

Their compensation is directly tied to the amount of business they do, whether it’s the amount of products they sell in a brokerage account, the amount of assets they service in an advisory account, or the volume of fees they produce from financial planning. Therefore, they may have an incentive to make recommendations that would increase the assets or activity within your account.

## Do you or your financial professionals have a legal or disciplinary history?

Yes. Lifemark Securities Corp. (“Lifemark”) was censured and agreed to pay a disgorgement of commissions related to five clients, prejudgment interest, and issued a civil monetary penalty paid to the SEC. Lifemark has implemented enhanced compliance measures to prevent violations of Regulation Best Interest, including additional training for all representatives and more stringent monitoring of investment recommendations.

To learn more about the firm’s legal and disciplinary disclosures regarding its brokerage activity, use FINRA’s BrokerCheck search tool or click [https://files.brokercheck.finra.org/firm/firm\\_16204.pdf](https://files.brokercheck.finra.org/firm/firm_16204.pdf)

To learn more about the firm’s legal and disciplinary history regarding its advisory activity, use the SEC’s Investment Advisor Public Disclosure search tool or click <https://adviserinfo.sec.gov/firm/summary/16204>

Visit Investor.gov/CRS or click <https://www.investor.gov/CRS> to research us and our financial professionals.

**Ask your financial professional these questions:**

**As a financial professional, do you have any disciplinary history? For what type of conduct?**

## Additional Information

LifeMark values our relationship with our customers and we want to be as clear and transparent as possible about all our services, fees, limitations, conflicts of interest and disclosures. While the preceding summary is a good faith effort on our part to do so, the space constraints in this document limit our ability to provide more details.

For more information about LifeMark, you can visit our website at [www.lifemark.com](http://www.lifemark.com). You may also call us at 800.291.7570 and request a copy of our most up to date information or discuss any additional questions you may have. You may also write to us, our address is:

LifeMark Securities Corp.  
400 West Metro Park  
Rochester, New York 14623

For more information regarding potential conflicts of interest, please review our **“Investors Best Interest Disclosure”** at <https://lifemark.com/Portals/lifemark/BIC.pdf>.

FINRA provides many resources for public investors to learn more about investing, different types of accounts, the duties owed to you by financial professionals and much more. Please visit them at [https://www.finra.org/investors#/.](https://www.finra.org/investors#/)

The SEC also provides resources to learn more about investment advisors, their services, their duties and many more educational materials. Please visit them at [https://www.investor.gov/.](https://www.investor.gov/)

**Ask your financial professional these questions:**

**Who is my primary contact person? Is he or she a representative of the investment adviser or the broker-dealer? Who can I talk to about how this person is treating me?**



# LifeMark Securities Corp. Customer Relationship Summary Delivery Acknowledgment

**By signing below, I acknowledge the following:**

**Please initial that which applies.**

\_\_\_\_\_ **The LifeMark Customer Relationship Summary (form CRS0520) was delivered to me by email on \_\_\_\_\_ (date).**

\_\_\_\_\_ **The LifeMark Customer Relationship Summary (form CRS0520) was delivered to me in my meeting with \_\_\_\_\_, my financial representative, on \_\_\_\_\_ (date).**

**I have read the LifeMark Customer Relationship Summary completely and was provided time to discuss the information disclosed therein with my financial representative. My questions were answered to my satisfaction.**

\_\_\_\_\_  
**Customer's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Customer's Printed Name**

\_\_\_\_\_  
**Joint Customer's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Joint Customer's Printed Name**



**LifeMark**  
Securities Corp.

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**LIFEMARK SECURITIES CORP.**

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**NEW ACCOUNT AGREEMENT**

**AND**

**SUITABILITY QUESTIONNAIRE**



## CLIENT INFORMATION

Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Driver's ID No. \_\_\_\_\_ State of Issuance \_\_\_\_\_ Expiration Date \_\_\_\_\_

Citizenship  U.S.  Resident Alien  Non-Resident Alien

If "Non-Resident Alien", indicate Passport No. \_\_\_\_\_ Country of Issuance \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(If using a P.O. Box, you must indicate legal street address below)

Legal Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(Cannot be a P.O. Box)

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Marital Status  Single  Married  Divorced  Widow(er)

Spouse/Partner Name \_\_\_\_\_ DOB \_\_\_\_\_

Children/Dependents Name \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ DOB \_\_\_\_\_

Employer \_\_\_\_\_ Position/Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Business \_\_\_\_\_

\_\_\_\_\_ **(Initial if Applicable)** I am affiliated with, or work for the FINRA or a stock exchange or a Broker/Dealer or a member firm of an exchange or a Registered Investment Advisor. (If so, please indicate name of firm)\*

\_\_\_\_\_ **(Initial if Applicable)** I am a  director,  10% shareholder,  policy-making executive officer of a publicly traded company. (If so, provide the name of the company)

(Notification of your intent to open an account will be sent to the company in accordance with current regulations).

\* FINRA Rule 3210 requires LifeMark, upon written request by your employer, to transmit duplicate copies of confirmations and statements, or the transactional data contained therein, with respect to an account subject to the rule. Please notify your employer of your relationship with LifeMark to determine if your account is subject to FINRA Rule 3210.

## ADDITIONAL CLIENT INFORMATION

Use this section for joint owner, custodian, or minor.

Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Driver's ID No. \_\_\_\_\_ State of Issuance \_\_\_\_\_ Expiration Date \_\_\_\_\_

Citizenship \_\_\_\_\_ U.S. \_\_\_\_\_ Resident Alien \_\_\_\_\_ Non-Resident Alien

If "Non-Resident Alien", indicate Passport No. \_\_\_\_\_ Country of Issuance \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(If using a P.O. Box, you must indicate legal street address below)

Legal Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(Cannot be a P.O. Box)

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Marital Status \_\_\_\_\_ Single \_\_\_\_\_ Married \_\_\_\_\_ Divorced \_\_\_\_\_ Widow(er)

Spouse/Partner Name \_\_\_\_\_ DOB \_\_\_\_\_

Children/Dependents Name \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ DOB \_\_\_\_\_

Employer \_\_\_\_\_ Position/Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Business \_\_\_\_\_

\_\_\_\_\_ **(Initial if Applicable)** I am affiliated with, or work for the FINRA or a stock exchange or a Broker/Dealer or a member firm of an exchange or a Registered Investment Advisor. (If so, please indicate name of firm)\*

\_\_\_\_\_

\_\_\_\_\_ **(Initial if Applicable)** I am a \_\_\_\_\_ director, \_\_\_\_\_ 10% shareholder, \_\_\_\_\_ policy-making executive officer of a publicly traded company. (If so, provide the name of the company)

\_\_\_\_\_

(Notification of your intent to open an account will be sent to the company in accordance with current regulations).

\* FINRA Rule 3210 requires LifeMark, upon written request by your employer, to transmit duplicate copies of confirmations and statements, or the transactional data contained therein, with respect to an account subject to the rule. Please notify your employer of your relationship with LifeMark to determine if your account is subject to FINRA Rule 3210.

# SUITABILITY

## Financial Position (household)

Choose the range that best describes your situation or provide the dollar amount.

### Annual Income

From all sources

- \$0-\$25,000
  - \$25,000 - \$50,000
  - \$50,000 - \$100,000
  - Over \$100,000
- \$ \_\_\_\_\_

### Estimated Net Worth

Excluding primary residence

- \$0-\$50,000
  - \$50,000 - \$100,000
  - \$100,000 - \$500,000
  - Over \$500,000
- \$ \_\_\_\_\_

### Investable/Liquid Assets

Including cash and securities

- \$0-\$50,000
  - \$50,000 - \$100,000
  - \$100,000 - \$500,000
  - Over \$500,000
- \$ \_\_\_\_\_

### Total Liabilities

- \$0-\$50,000
  - \$50,000 - \$100,000
  - \$100,000 - \$500,000
  - Over \$500,000
- \$ \_\_\_\_\_

### Annual Expenses

Recurring

- \$0-\$50,000
  - \$50,000 - \$100,000
  - \$100,000 - \$500,000
  - Over \$500,000
- \$ \_\_\_\_\_

### Special Expenses

Future and non-recurring

- \$0-\$50,000
  - \$50,000 - \$100,000
  - \$100,000 - \$500,000
  - Over \$500,000
- \$ \_\_\_\_\_

### Timeframe

Required for Special Expenses

- Within 2 years
- 3-5 years
- 6-10 years

### Federal Tax Bracket

- 0%-15%
- 21%-27.5%
- Over 27.5%

### Current Investments

Savings/CD's/MM \$ \_\_\_\_\_ Stock/Securities \$ \_\_\_\_\_  
Investment-Real Estate \$ \_\_\_\_\_ Mutual Funds \$ \_\_\_\_\_  
Variable Annuities \$ \_\_\_\_\_ Bonds \$ \_\_\_\_\_ Collectibles \$ \_\_\_\_\_  
Amount of Life Insurance in Force \$ \_\_\_\_\_  
Type of Insurance \_\_\_\_\_  
If Permanent, cash value \$ \_\_\_\_\_  
Other (specify) \_\_\_\_\_ \$ \_\_\_\_\_

### Personal Residence

Approximate value of residence if you own \$ \_\_\_\_\_

### Investment Objectives

Rank your investment objectives in order of importance (1 being the highest). **Rank only those that apply.**

There is a direct correlation between risk and return in investing. Generally speaking, you are assuming progressively higher risk as you seek higher returns and your risk profile is moving from conservative to aggressive.

### Goals

- Preservation of capital (seek to maintain principal, cannot tolerate loss)
- Income (seek to generate income from investments)
- Capital Appreciation (seek to grow principal value over time)
- Growth and Income (seek a mix of growing principal value and generating income from investments)
- Speculation (seek significant increase in principle, willing to risk total loss of principal) \*
- Other (please specify) \_\_\_\_\_

**\*SPECULATION (Initial if Applicable)**

\_\_\_\_\_ I (We) understand that by indicating a goal of speculation, I am (we are) expressing a willingness to engage in trading of high-risk investments and I (we) accept unlimited risk of loss while doing so.

\_\_\_\_\_ In addition, I (we) acknowledge that my account may not be diversified and there may be concentrated positions of any given security. I (we) will, from time to time, seek and accept recommendations from my (our) broker and engage in solicited trades.

Additional Instructions: Check Here if None \_\_\_\_\_

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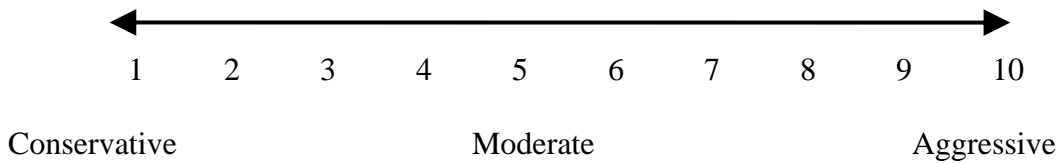
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**Conservative** means you want less risk and are willing to accept lower than average returns.

**Moderate** means you are willing to assume average risk in pursuit of average returns.

**Aggressive** means you are willing to assume higher than average risk in pursuit of higher than average returns.

Please indicate your risk tolerance profile by circling below.



**Time Horizon** \_\_\_\_\_ Short (0-5 years) \_\_\_\_\_ Intermediate (6-10 years) \_\_\_\_\_ Long (over 10 years)  
**(Check one)** \_\_\_\_\_ Combination (please specify) \_\_\_\_\_

Specific goals or concerns or extraordinary circumstances:

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Foreseeable changes in the information provided herein:

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If any unforeseeable change occurs in your information, contact us as soon as possible.

## Investment Knowledge

**General**                    \_\_\_ Extensive \_\_\_ Good \_\_\_ Limited \_\_\_ None  
(Check one)

**Specific**                    \_\_\_ Stocks \_\_\_ Bonds \_\_\_ Mutual Funds \_\_\_ Options \_\_\_ Variables  
(Indicate number  
of years)

\_\_\_ Partnerships (specify) \_\_\_ Other (specify) \_\_\_\_\_

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## CUSTOMER ACKNOWLEDGMENTS (Initial One)

\_\_\_\_\_ I (We) have completed this Agreement without assistance,

\_\_\_\_\_ I (We) acknowledge receiving assistance preparing this Agreement from a LifeMark Securities Corp. registered representative or someone other than myself (ourselves).

Name of person assisting \_\_\_\_\_ Relationship \_\_\_\_\_  
\_\_\_\_\_ Initials of registered representative (if applicable)

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LifeMark does not require its customers to enter into a "Pre-Dispute Arbitration Agreement" that requires its customers to arbitrate any issues, disputes or controversies that the customer may have with LifeMark. Customers are invited to contact LifeMark to discuss any matters that may be of importance to them, and LifeMark commits to consider all issues brought to its attention by customers to attempt to resolve any such issues to the mutual satisfaction of LifeMark and the customer.

Any disputes between the customer (including a joint customer) and LifeMark (or any of its personnel), whether by mediation, arbitration or litigation, shall be governed by the laws of the State of New York, without regard to conflicts of laws or choice of laws rules. In the event of any litigation, the parties agree that the state and federal courts in Monroe County, New York, shall be the sole proper forums for any legal controversy between the customer and LifeMark (or any of its personnel), and the parties irrevocably and unconditionally consent to the jurisdiction of such courts for such purposes. Except for an alternative dispute resolution proceeding that requires an alternative site, any such alternative dispute proceedings must be held in Monroe County, New York. In any litigation or any alternative dispute proceeding, all parties waive the right to a trial by jury, agree that punitive damages may not be awarded to any party, and agree that each party shall be solely responsible for their own costs and legal expenses without regard to which party is successful in any litigation or alternative proceeding.

**SIGNATURES – AS EVIDENCE BY MY (OUR) SIGNATURE(S) BELOW:**

I (We) certify that I (we) have read, understand and answered each question or request for information presented on this Agreement, even though I (We) may have received assistance preparing this Agreement as acknowledged above, and that I (we) agree to the terms and conditions herein.

Under penalty of perjury, I (We) certify that the New Account Agreement and Suitability Questionnaire information provided herein is true, complete, and accurate. I (We) will notify LifeMark Securities Corp., in the future if any of the information, needs, goals, or objectives on this agreement change, or of any change in my (our) experience or personal or financial circumstances.

New York State Law (except for its conflicts of laws principles) governs this New Account Agreement and Suitability Questionnaire.

Client \_\_\_\_\_ Date \_\_\_\_\_

Additional Client \_\_\_\_\_ Date \_\_\_\_\_

Registered Representative \_\_\_\_\_ Date \_\_\_\_\_

Registered Principal \_\_\_\_\_ Date \_\_\_\_\_

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**ELECTRONIC DOCUMENT AND NOTIFICATION DELIVERY CONSENT (Please Initial)**

\_\_\_\_\_ I (We) consent to the electronic delivery of various communications, documents or notifications from LifeMark Securities at the email address indicated above. I (We) agree to immediately notify LifeMark of any changes to the email address(s) provided and to hold LifeMark harmless for non-delivery. The electronic document and notification delivery consent will remain in force until withdrawn or rescinded in writing by either party.

## NOTICE REGARDING FINANCIAL EXPLOITATION OF “SPECIFIED ADULTS”<sup>1</sup>

LifeMark, at all times, endeavors to protect the best interest of its customers. While recognizing the potential harm that can result from exploitation of certain individuals who may be vulnerable, we ask that you provide the name and contact information of a “**Trusted Contact Person**”<sup>2</sup> who we may contact if we receive instructions regarding your account that may be the result of “Financial Exploitation”<sup>3</sup> within the meaning of FINRA [Rule 2165](#), whose full text is on the FINRA website at [http://finra.complinet.com/en/display/display.html?rbid=2403&element\\_id=12784](http://finra.complinet.com/en/display/display.html?rbid=2403&element_id=12784)

Doing so will authorize LifeMark to contact the “**Trusted Contact Person**” and disclose information about your account to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA 2615.

For the purpose of FINRA Rule 2615, the term “**financial exploitation**” means:

(A) the wrongful or unauthorized taking, withholding, appropriation, or use of a Specified Adult's funds or securities; or

(B) any act or omission by a person, including through the use of a power of attorney, guardianship, or any other authority regarding a Specified Adult, to:

(i) obtain control, through deception, intimidation or undue influence, over the Specified Adult's money, assets or property; or

(ii) convert the Specified Adult's money, assets or property.

**LifeMark may place a temporary hold on disbursements if we reasonably believe that financial exploitation of the Specified Adult has occurred, is occurring, has been attempted, or will be attempted.**

LifeMark, not later than two business days after the date that the member first placed the temporary hold on the disbursement of funds or securities, will provide notification orally or in writing, which may be electronic, of the temporary hold and the reason for the temporary hold to:

(i) all parties authorized to transact business on the Account, unless a party is unavailable or the member reasonably believes that the party has engaged, is engaged, or will engage in the financial exploitation of the Specified Adult; and

(ii) the Trusted Contact Person(s), unless the Trusted Contact Person is unavailable or the member reasonably believes that the Trusted Contact Person(s) has engaged, is engaged, or will engage in the financial exploitation of the Specified Adult.

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<sup>1</sup> the term “Specified Adult” shall mean: (A) a natural person age 65 and older; or (B) a natural person age 18 and older who the member reasonably believes has a mental or physical impairment that renders the individual unable to protect his or her own interests.

<sup>2</sup> the term “Trusted Contact Person” shall mean the person who may be contacted about the Specified Adult's Account in accordance with FINRA [Rule 4512](#).

LifeMark will immediately initiate an internal review of the facts and circumstances that caused the reasonable belief that the financial exploitation of the Specified Adult has occurred, is occurring, has been attempted, or will be attempted.

The temporary hold authorized by this Rule will expire not later than 15 business days after the date that LifeMark first placed the temporary hold on the disbursement of funds or securities, unless otherwise terminated or extended by a state regulator or agency of competent jurisdiction or a court of competent jurisdiction, or extended pursuant to paragraph (b)(3) of this Rule.

Provided that LifeMark's internal review of the facts and circumstances under paragraph (b)(1)(C) of this Rule supports our reasonable belief that the financial exploitation of the Specified Adult has occurred, is occurring, has been attempted, or will be attempted, the temporary hold authorized by this Rule may be extended another 10 business days following the date authorized by paragraph (b)(2) of this Rule, unless otherwise terminated or extended by a state regulator or agency of competent jurisdiction or a court of competent jurisdiction.

- *The trusted contact person must be someone other than your registered representative or investment advisor representative.*
- *You may list more than one trusted contact person. Just add information in blank space below or provide additional sheets.*

**Trusted Contact Person:** \_\_\_\_\_

Home Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Relationship to Primary Applicant/Co-Applicant \_\_\_\_\_

**Additional Trusted Contact Person**

**Trusted Contact Person:** \_\_\_\_\_

Home Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Relationship to Primary Applicant/Co-Applicant \_\_\_\_\_

**Account Owner**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_



# LifeMark Securities

## Indexed Annuity Disclosure Document

LifeMark is committed to serving our clients under principles of best interest and transparency. Accordingly, in making recommendations, we strive to disclose and explain the relevant aspects, advantages and disadvantages of the investment or strategy being recommended.

Indexed Annuities (IA's) are considered complex investments and it is important that you understand the following information and confirm your understanding by acknowledging the disclosures contained herein by initialing the line next to the disclosures. It is equally important that you provide your advisor with all relevant information regarding your financial situation. The recommendations being made are based upon that information.

**The Financial Industry Regulatory Authority (FINRA) has published an informative Regulatory Alert titled: Equity Indexed Annuities: A complex Choice. The alert may be read or downloaded from the FINRA site by following this link <http://www.finra.org/sites/default/files/InvestorDocument/p125847.pdf>. It is highly recommended that you read it completely and discuss any questions you may have with your advisor before buying an annuity.**

### Section 1

#### Information specific to the annuity being proposed:

\_\_\_\_\_ The IA being recommended has a "Surrender Period" of \_\_\_\_\_ years. **In the event you choose to liquidate this annuity or any portion of it during that period, you may be charged a surrender fee, as described in the contract, that may result in you receiving less than your original investment.**

\_\_\_\_\_ IA's have "Caps" that limit the amount of gain that may be credited in a given period. The maximum amount you can be credited in a given period is the "cap". The "cap" may be significantly lower than the index's actual performance in a given period. The IA being recommended has a cap(s) of \_\_\_\_\_%, \_\_\_\_\_%, \_\_\_\_\_%.

\_\_\_\_\_ IA's may have limits on the percentage of gain you are entitled to in the underlying index the annuity is tied to. This is called "Participation Rate". For example, if the participation rate was 50%, you would be credited 50% of the gain of the index up to the cap. The IA being recommended has a participation rate of \_\_\_\_\_%.

\_\_\_\_\_ IA's have a method for measuring the amount your contract will be credited based on the performance of the index. The method generally defines the period being measured from

beginning to end - typically referred to as "Point to Point". The IA being recommended has a measuring period of \_\_\_\_\_.

## Section 2

### Client Acknowledgements: (Please initial the applicable lines)

\_\_\_\_\_ I acknowledge that I have discussed the benefits and risks of Indexed Annuities with my advisor.

\_\_\_\_\_ I represent that I have had adequate opportunity to ask questions of my advisor and he or she has answered those questions to my satisfaction and provided me with any additional information I requested.

\_\_\_\_\_ I understand that when my annuity contract is issued and delivered to me, I will have a "Free Look Period" of \_\_\_\_\_ days from the time I receive the contract. At that time, I may review the annuity contract with my advisor and ask any additional questions I may have. If for any reason, I do not want to keep the annuity contract, I can return it to the issuer and will receive a full refund of my investment.

\_\_\_\_\_ I understand that **IA's are long term investments and have limited liquidity**. I have discussed my future liquidity needs and other sources of cash available to me beyond this investment.

Do you have sufficient liquid assets (assets that can be easily turned into cash without suffering penalties) available for monthly living expenses and emergencies such as medical expenses, in addition to the premium you are paying for this annuity?

\_\_\_\_\_ Yes If yes, please state the amount of liquid assets \$ \_\_\_\_\_

\_\_\_\_\_ No If no, please state the amount of liquid assets \$ \_\_\_\_\_ and explain why you believe an annuity contract, **which typically has withdrawal limitations**, is suitable for you.

\_\_\_\_\_  
\_\_\_\_\_

Client's Name (print) \_\_\_\_\_

Client's Signature \_\_\_\_\_

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

Advisor's Signature \_\_\_\_\_

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

Supervisor's Signature \_\_\_\_\_

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

## New York State Compensation Disclosure

\_\_\_\_\_, is an insurance agent/producer licensed by the State of New York, and authorized by such license, to sell insurance products. He/She is an appointed agent of the insurer, in this case, \_\_\_\_\_.

In the course of representing the insurer, the agent may discuss with the owner/purchaser certain terms, conditions, and substantive benefits of a given product and assist in obtaining insurance for the owner. In fact, the role of the agent in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the agent, in his/her role as a selling agent, along with other entities that may be involved in supporting this transaction. The agent will receive compensation derived from commissions paid by the insurer. The compensation is dependent upon a number of variables and may vary by company, type of product, volume of business an agent provides to an insurer, total premium, and other factors.

You, as the owner, may, upon request, obtain additional information concerning the compensation expected to be received as a result of this transaction as well as compensation as would have been expected on any alternative quotes presented by the agent.

Please see the agent should you have any questions specific to this transaction. For more information concerning New York State Insurance Department Regulations pertaining to compensation disclosure in the sale of insurance products, you may visit:  
[http://www.ins.state.ny.us/r\\_finala/2010/rf194txt.pdf](http://www.ins.state.ny.us/r_finala/2010/rf194txt.pdf).

**BY SIGNING BELOW, I ACKNOWLEDGE HAVING REVIEWED THE ABOVE DISCLOSURE.**

**Owner's Signature:** \_\_\_\_\_

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

**Agent's Signature:** \_\_\_\_\_

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

## Money Laundering Prevention Questionnaire

1. The customer is: \_\_\_ an individual; \_\_\_ an intermediary; \_\_\_ public, private, domestic or foreign corporation; \_\_\_ a financial or non-financial institution; \_\_\_ or a regulated person or entity (check all that apply).
2. Has the customer had an existing relationship with LifeMark Securities Corp. for a significant period of time? If yes, describe \_\_\_\_\_
3. Through what channels, and for what stated reasons, did the customer select LifeMark to do business with? \_\_\_\_\_
4. Is the business of the customer a cash intensive business? If yes, describe \_\_\_\_\_  
\_\_\_\_\_
5. Is the customer a citizen of the U.S. or a citizen of another country that is a member of the Financial Action Task Force ("FATF")? \_\_\_ Yes \_\_\_ No  
(check "Members & Observers" lists at <https://www.fatf-gafi.org/en/countries.html>)
6. Is the customer a resident in, incorporated in, or operating from, a non-cooperative country or territory? \_\_\_ Yes \_\_\_ No  
(check "Black and grey" lists at <https://www.fatf-gafi.org/en/countries/black-and-grey-lists.html>)
7. Is the customer a senior foreign political figure or a foreign bank without a physical presence in any country? \_\_\_ Yes \_\_\_ No

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

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

Rep Signature: \_\_\_\_\_ Date: \_\_\_\_\_

On \_\_\_\_\_, I, as the Supervising Principal verified that the customer does not appear on the Treasury's OFAC list.

(Check "Sanctions List" at: <https://sanctionssearch.ofac.treas.gov/>)

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

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

## Customer Privacy Policy

LifeMark Securities Corp. ("LMSC") is concerned about the privacy of its customers, and commits to keep the information about its customers secure and confidential. By this notice, LMSC is advising its customers of its desire to help all its customers understand how LMSC fulfills this commitment. From time to time, LMSC collects many different types of personal information about its customers, including:

Information LMSC receives from customers on applications and forms, via the telephone, in personal visits, and through websites; Information about a customer's transactions with LMSC and others (such as a customer's purchases, sales, or account balances); and Information LMSC receives from consumer reporting agencies.

LMSC does not disclose customers' nonpublic personal information to anyone, except as permitted by applicable law or regulation. For example, LMSC may share this information with others in order to process transactions for customers. LMSC may also provide this information to companies that may perform administrative services on LMSC's behalf, such as printing or mailing. LMSC will require these companies to protect the confidentiality of the LMSC customer information and to use it only to perform the services for which such companies have been required to perform for LMSC.

With respect to LMSC's internal security procedures, LMSC maintains physical, electronic, and procedural safeguards to protect LMSC's customers' nonpublic personal information, and LMSC restricts access to this information. LMSC frequently conducts business on behalf of its customers with distributors of mutual funds, variable annuities and variable life insurance, and with insurance companies. Each of these organizations can also obtain for their own purposes nonpublic personal information regarding LMSC customers. To the extent that any such information comes into the possession of LMSC, LMSC will treat all such information in accordance with this notice. All such other companies are required to provide LMSC customers with information on their own privacy policies.

If an LMSC customer decides at some point either to close the customer's LMSC account(s), or becomes an inactive customer, LMSC will continue to adhere to the LMSC privacy policies and practices with respect to all such customers' nonpublic personal information.

In the event of a Significant Business Disruption (SBD), such as a disruption to LMSC's building, business district, city, or the whole region), LMSC has a Business Continuity Plan in place so that business should not be interrupted for more than 24 to 48 hours. Backup arrangements have been put into place so that we are able to continue operations in a timely manner. However, if you are unable to reach LMSC at the numbers provided to you, we have made alternative arrangements for you to contact an LMSC representative at (585)775-9453. Nevertheless, should you ever need assistance regarding your investments, you may always contact the issuing companies and/or our clearing firm directly. Their numbers can be found on your statements and confirmations.

This notice is being provided on behalf of LMSC as well as on behalf of each of LMSC's offices of supervisory jurisdiction insofar as those offices obtain nonpublic personal information regarding any LMSC customer.

**LIFEMARK SECURITIES CORP.**

400 West Metro Financial Center

Rochester, New York 14623

(585) 424-5672

Member FINRA/SIPC

# 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 firm's Customer Identification Program.

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

When you open an account, your firm is required to collect the following information:

- ▶ 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 may 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, and FINRA 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?

Your firm may not be able to open an account or carry out transactions for you. If your firm 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.