

Privacy Statement

Member NASD, SIPC

To Our Customers:

Geneos Wealth Management, Inc. ("GWM") values you as a customer and respects your right to privacy. We recognize that you have placed your trust in us, and we take the responsibility to preserve that trust. One way we endeavor to keep your trust is to properly handle that personal information.

We pledge to you that:

- Protection of your privacy is a top priority;
- Your account information and all documents you provide to us are protected in a secure environment;
- We only collect personal information in order to accomplish our customer commitments to you;
- Information about you is only used and shared in limited and controlled ways; and,
- In the event that we wish to share information about you with non-affiliated third parties, you will be given options concerning what information may be shared, and your privacy wishes will be respected. You may also choose to opt out of any information sharing.

GWM maintains physical, electronic and procedural safeguards to ensure that personal information we have about you is treated responsibly, and in accordance with our privacy policy. We restrict access to information about you only to those representatives and employees who need to know that information in order to provide products and services to you or to conduct GWM's business. Representatives or employees who have access to the information may only use it for legitimate business purposes. In addition, we take steps to safeguard information about you in accordance with applicable data security regulations.

We collect personal information about you from these sources:

- GWM's Customer Account Form, applications for the purchase of various products, and other forms;
- Product vendors, as a result of your transactions with us; and/or,
- Depending on the product you are requesting to purchase, information received from consumer reporting agencies, medical providers or others.

We may disclose the following categories of information to entities that perform administrative services on our behalf or as required or permitted by law for legal, regulatory, or other purposes:

- Information you provide directly to us on the Customer Account Form, applications or other forms;
- Information we receive about your transactions with us or with our product providers; and/or,
- If required for the products you purchase, information received from other agencies such as: consumer reporting agencies concerning your creditworthiness, motor vehicle and driver's license reports, medical and employment information, and loss reports.

A special note about medical or health information: While we might receive medical or health information from you at the time of application for various types of insurance, we do not use it or share it – internally or externally – for any purpose other than what is directly related to the administration of your policy, account, or claim, as required or permitted by law, or as you authorize us to do.

GWM pledges to work to protect the security of your confidential information.

ACCOUNT AGREEMENT

In consideration of Geneos Wealth Management Inc (GWM) opening one or more accounts on my behalf, with respect to any type of transaction that I may have with GWM, I agree as follows:

- 1. Meaning of Words in this Agreement.** The words "I," "me," "my," "we," and "us" refer to the person(s) who signed this agreement. The words "you" and "your" refer to GWM.
- 2. Authority and Ownership.** I have the required legal capacity, am authorized to enter into this agreement, and have obtained and will provide you with all necessary authorizations from third parties to open accounts and effect transactions in securities under this agreement. I will be the owner of all securities purchased, held and sold by me through GWM. Checks should be made payable only to the product sponsor company or Pershing.
- 3. Joint Account.** If this is a joint account, "I" refers to all account holders, and each of the account holders jointly and severally agrees that any account holder has authority on behalf of the joint account to:
 - (A) Buy, sell (including short sales) and otherwise deal in stocks, bonds, options, and other eligible securities or other investments on margin or otherwise.
 - (B) Receive demands, notices, confirmations, reports, statements of account and communications of every kind on behalf of the joint account.
 - (C) Receive money, securities and property of every kind and dispose of the same on behalf of the joint account.
 - (D) Make agreements relating to any of the foregoing matters and to terminate, modify or waive any of the provisions of the agreement on behalf of the joint account.
 - (E) Deal with my Broker/Dealer as fully and completely as if he (she) alone were interested in this account and without notice to other account participants.All obligations and liabilities arising under this account are joint and several and may be enforced by GWM against any or all account holders. GWM is authorized to follow the instructions of any joint account holder, without notice to any other account holder, in every respect and to deliver any or all monies, securities or other property to any joint account holder upon the instructions of any joint account holder, or to any other person upon such instructions, even if such delivery or payment is to that joint account holder personally and not to the other(s). GWM will be under no obligation to inquire into the purpose or propriety of such delivery or payment and is not bound to inquire into the disposition or application of such delivery or payment. This authority remains in force until written notice to the contrary is addressed to GWM and delivered to its office. GWM in their sole discretion and for their sole protection, may terminate the account upon receipt of such notice and may require the written consent of all account holders prior to acting upon the instructions of any account holder.
- 4. Appointment of GWM as Agent.** I appoint GWM as my agent for the purpose of carrying out my directions to GWM in accordance with the terms and conditions of my agreement with GWM for my Account and at my risk with respect to the purchase or sale of securities. To carry out GWM's duties, GWM is authorized to open or close brokerage accounts, provide information to third parties, place and withdraw orders and take other steps as are reasonable to carry out my directions. I understand and agree that securities transactions effected in my Account will be cleared through Pershing.
- 5. Extraordinary Events.** GWM shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond the control of GWM.
- 6. Credit Information.** You may exchange credit information about me (us) and, if I (we) ask, you will tell me (us) the name and address of the consumer reporting agency that furnished it.
- 7. No Advice.** I understand that GWM provides no tax, legal, or investment advisory services unless such investment advisory services are independently contracted under an Advisory Services Agreement or Client Services Agreement. All transactions will be done only on my order or the order of my authorized delegate as described in paragraphs 2 and 3.
- 8. Margin Lending and Options.**
 - (A) **Relationship with Clearing Agent (Pershing).** I understand that GWM will apply to a Clearing Agent for my stock, bond, or option account. I understand and agree that Clearing Agent may refuse to accept or carry my account or to process any transaction which I may wish to effect. GWM may share with, remit to, or otherwise pay Clearing Agent for its services from GWM commissions and/or fees charged.
 - (B) **Margin Loans and Options.** I understand and agree that margin loans, if any, provided to me through GWM will be made by Clearing Agent and not GWM and that I will comply with all requirements which Clearing Agent may impose with respect to such loans. I will not request that any transaction in options be effected for my account unless each request is in compliance with Clearing Agent's options compliance program.
 - (C) **Annual Fees and Other Service Charges.** I understand that annual fees and other service charges for inactive accounts, IRA, or pension accounts will be applied by Clearing Agent.
- 9. Affiliations.** I (We) will not buy or sell any securities of a corporation which I (We) am (are) an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to you that the securities are restricted.
- 10. Indebtedness to GWM.** Upon the purchase or sale of any security, if GWM is unable to settle the transaction by reason of my failure to make payment or deliver securities in good form, I authorize you to take steps necessary to complete or cancel the transaction to minimize loss, and I agree to reimburse you for any and all costs, losses, or liabilities incurred by you, including attorneys' fees. In the event I become indebted to you in the operation of this account, I agree that I will repay such indebtedness upon demand. I agree that if, after demand, I fail to pay the indebtedness, you may close my account and/or liquidate any assets in my account, or otherwise held by GWM, in an amount sufficient to pay my indebtedness.
- 11. U.S. Economic Sanctions.** My Account may be subject to U.S. Economic sanction and embargo laws. I represent that I have not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or blocked person, I have no reason to believe that I would be considered a blocked person by OFAC and I do not reside in a restricted country. I also represent that I am not employed by, acting as agent of, or partially owned or controlled by a government, a government-controlled entity or a government corporation. I understand that if my application is deemed to fall under OFAC guidelines, my Account may be declined or restricted from certain activity.
- 12. Amendments and Termination.** You may amend this agreement at any time in any respect, effective upon notice to me. You may, at your discretion, terminate this service at any time, effective upon notice to me. I will continue to be responsible for any obligations incurred by me prior to termination.
- 13. Governing Law.** This agreement will be governed by the laws of the State of Colorado.
- 14. Arbitration Disclosures.** Arbitration is final and binding on the parties.
 - (A) The parties are waiving their right to seek remedies in court, including the right to a jury trial.
 - (B) Pre-Arbitration discovery is generally more limited than and different from court proceedings.
 - (C) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
 - (D) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- 15. Agreement to Arbitrate Controversies.** It is agreed that any controversy between us arising out of your business or this agreement shall be submitted to arbitration conducted before the National Association of Securities Dealers, Inc. and in accordance with its rules. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until
 - (1) The class certification is denied
 - (2) The class action is decertified, or
 - (3) The customer is excluded from the class by the court, such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
- 16. Information Accuracy.** I have reviewed the terms and conditions of this agreement including all information contained on the reverse side hereof. I hereby verify that all the information provided is true and correct and may be relied upon by you for the purpose of evaluating my suitability and sophistication in relation to making securities recommendations. Further, I hereby indemnify you for any loss, claims, or damages, including legal fees, which you may incur as a result of any securities recommendations or any securities related violations resulting from your reliance upon the information I have provided. I also acknowledge my responsibility to read the prospectus of any mutual fund/direct participation program, and/or public offering sold by prospectus, which contains complete information regarding investment objectives, risks and other material facts, including sales charges.
- 17. NASD Public Disclosure.** To receive information concerning the licensing status and/or disciplinary record of a broker/dealer or agent, contact the NASD at the following toll free number (800)-289-9999, or their Web site address at www.nasdr.com.