



Investment Advisor Representative (IAR) Application

This *Individual Investment Advisor Representative Application & Agreement* provides Trade-PMR, Inc. with fundamental information regarding the Investment Advisor Representative (IAR) and the RIA Firm, and establishes the criteria for engagement between the IAR, RIA, and Trade-PMR, Inc. By signing this application, the RIA accepts full responsibility and all liability for the actions of the IAR. Please complete all questions and return to Trade-PMR, Inc. with the requested documentation.

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IAR Business and Contact Information

IAR Name:		Individual CRD Number:	
Social Security Number:		Primary Email Address (required):	
Date of Birth:	Primary Phone Number:	Email:	
Principal Place of Business (<i>Legal Address, No P.O. Boxes</i>):			
City:	State:	Zip:	
Mailing Address (<i>If different from Principal Place of Business</i>):			
City:	State:	Zip:	
Citizenship: <input type="checkbox"/> US Citizen <input type="checkbox"/> Other If other, list your US Permanent Registration Number and type:			

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IAR Business Profile

Current Custodian:	# of clients:	Current total Assets Under Management (AUM):
Accounts and AUM to be moved to TradePMR within six months:		Two-year goal for accounts and AUM at TradePMR:
IAR's investment experience/knowledge: <input type="checkbox"/> None <input type="checkbox"/> Limited (1-5 years) <input type="checkbox"/> Good (6-10 years) <input type="checkbox"/> Extensive (11+ years)		IAR's time with RIA Firm: <input type="checkbox"/> None <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> 11-15 years <input type="checkbox"/> Over 15 years
AUM percentage investment in the following securities: Stocks: _____% EFT's: _____% Fixed Income: _____% Mutual Funds: _____% Options: _____% Other: _____%		
List the Professional Designations & Affiliations for the Principals of the firm (<i>Check all that apply.</i>)		
<input type="checkbox"/> AICPA <input type="checkbox"/> Attorney <input type="checkbox"/> CFA <input type="checkbox"/> CFP <input type="checkbox"/> ChFC <input type="checkbox"/> CLU <input type="checkbox"/> CPA <input type="checkbox"/> CPA/PFS <input type="checkbox"/> FPA <input type="checkbox"/> Insurance Broker <input type="checkbox"/> NAPFA <input type="checkbox"/> Other:		

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IAR Authorization

By signing this agreement I acknowledge that I have received, read, and agree to abide by the terms of the accompanying Investment Advisor Agreement, which contains a pre-dispute arbitration clause.

I certify, under the penalties of perjury, that the number shown on this form is the correct taxpayer ID number and that the Advisor or its control affiliates are not subject to withholding because (a) the Advisor or its control affiliates have not been notified that they are subject to backup withholding as a result of a failure to report all interest or dividends or (b) the Internal Revenue Service has notified the Advisor or its control affiliates that they are no longer subject to backup withholding. Note: You may strike out any part of this statement that does not apply.

IAR Signature	Title	Date
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Parent RIA Information

Name of Registered Investment Advisor Firm:	TradePMR Advisor Code:
Name of RIA Principal/Officer/Authorized Person:	
Ticket charges will be paid by: <input type="checkbox"/> Client <input type="checkbox"/> Advisor	Does IAR have Trading Authorization from the Investment Advisor to initiate securities transactions in the customers' accounts? <input type="checkbox"/> Yes <input type="checkbox"/> No

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RIA Authorization

I understand that by signing below I take full responsibility for the actions of this IAR as per the terms and conditions hereto, including full liability for all trading actions, fee deductions, and any other conduct of said IAR.

Signature of RIA Principal/Officer/Authorized Person	Title	Date
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TradePMR Acceptance Authorization

Signature of TradePMR Authorized Person	Title	Date
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SYSTEM REQUIREMENTS

Minimum Requirements

- **Operating System:** Windows 7, Windows 8, or Windows 8.1
- **Processor:** Intel® Core™ i3, i5, or i7 Processor, 1.7Ghz or higher
- **RAM:** 4 gigabytes (GB)
- **Hard disk space:** 500 megabytes (MB) available space
- **Graphics card:** Microsoft DirectX 9 graphics device with WDDM driver

Recommended Requirements

- **Operating System:** Windows 8.1
- **Processor:** Intel® Core™ i5 or i7 Processor ("Ivy Bridge" or later), 1.7Ghz or higher
- **RAM:** 4 gigabytes (GB)
- **Hard disk space:** 500 megabytes (MB) available space
- **Graphics card:** Microsoft DirectX 10 graphics device with WDDM driver
- A tablet or monitor that supports touch input

Fusion is a Windows application and does not run on Mac OS X devices. However, Fusion can be run on OS X through the use of Windows virtualization software, such as Parallels Desktop or VMWare Fusion, and an installed copy of Windows 7 or higher.

Investment Advisor Representative and RIA Services Agreement

This Investment Advisor Representative and RIA Services Agreement (Agreement) is made and entered into by and between TradePMR, Inc. (TradePMR, we, our) and the independent Investment Advisor Representative (Advisor, you or your) and the Registered Investment Advisor (RIA) firm. Whereas, TradePMR provides brokerage services to account owners and Advisor provides investment advisory services to said account owners, the Advisor and RIA understand, agree, represent and warrant that:

1. **Eligibility.** Advisor is an independent Investment Advisor Representative who is registered or seeking registration with the applicable state securities regulators where required and is in good standing with all regulatory authorities. RIA is registered or is seeking registration where required under the Investment Advisers Act of 1940 with the United States Securities and Exchange Commission or in all states where such registration is required. If the Advisor's or the RIA's registration status is suspended or revoked as the result of a disciplinary action by any regulatory agency or has lapsed or expired for any reason, Advisor will immediately notify TradePMR and cease any securities transactions in any account managed by Advisor or RIA.
2. **Capacity and Authority.** Advisor is of legal age to enter into contracts in the state of domicile, and is authorized to enter into this Agreement and is not an employee of any exchange or of any corporation of which any exchange owns a majority of the capital stock, or a member of an exchange or FINRA unless the relationship has been disclosed in writing with a letter of approval from the employer, where required.
3. **Disclosures.** The information provided by you on the Application and in the accompanying documents (Form ADV, Disclosure Brochure, registration certificates, etc.) is current, accurate, truthful, and complete to the best of your knowledge and belief. RIA and Advisor agree to provide TradePMR with updated disclosure documents promptly upon request or upon making any material changes or upon discovering any material inaccuracy. This agreement is not a substitute for the Advisor's investment advisory client agreement.
4. **Background Review Authorization.** Advisor authorizes TradePMR to investigate the background of Advisor, your RIA, and all its investment advisor representatives (IAR's) including without limitation, the review of court records, state licensing records, FINRA's Central Registration Depository ("CRD") and Investment Adviser Registration Depository ("IARD") records as may be deemed necessary for the duration of this Agreement. TradePMR's authority to obtain and review these documents is in accordance with TradePMR's obligations under applicable rules and regulations and ability to enforce this Agreement.
5. **Decisions of TradePMR.** Advisor acknowledges that if any disputes arise between TradePMR and Advisor as to whether Advisor is in compliance with any applicable rules, the decision of TradePMR with respect thereto shall be conclusive for the limited purposes of this Agreement.
6. **License and Registration.** Advisor is solely responsible for determining whether you and your RIA as well as its IAR's, employees and agents are required to be registered or licensed with the appropriate and applicable regulatory authorities and complying with any registration requirements. RIA and each of its IAR's including Advisor have and will continue to maintain at all times during the term of this Agreement all licenses and registrations necessary for the lawful conduct of its business in all applicable jurisdictions. RIA and its IAR's, including Advisor, are now and will remain in full compliance with all applicable laws and regulations in connection with the activities contemplated necessary to comply with by this Agreement. Advisor has an affirmative duty to immediately notify TradePMR if Advisor's registration or Advisor's RIA registration is not renewed, expires, is suspended, terminated, revoked or is otherwise no longer current. Advisor agrees to provide TradePMR with proof of current registration for Advisor, RIA and its IARs on an annual basis or upon demand by TradePMR.
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 - a. **Compliance with Regulations and Laws.** Advisor is solely responsible for ensuring that Advisor as well as your RIA and all its IAR's investment advisory activities, documents and procedures are in compliance with all applicable laws, rules and regulations, of Advisor's relevant jurisdiction including without limitation, federal and/or state securities laws, rules and regulations (Applicable Law) and is solely responsible for complying with all laws and regulations governing its offering of advisory services to Advisor's clients, including but not limited to: (1) determining whether Advisor and Advisor's employees and agents are required to be registered or licensed with the appropriate regulatory authorities and complying with any registration requirements; (2) satisfying fiduciary obligations to Advisor's clients; (3) disclosing material facts regarding Advisor, RIA and their advisory services and fees; (4) record-keeping and reporting; and; (5) charging investment advisory fees that are commensurate with the services provided and consistent with both industry standards and any applicable regulations and guidelines governing such fees; (5) complying with all rules related to "know your client," suitability, investment objectives, custody, anti-money laundering governing investment Advisors. TradePMR shall have no obligation to notify Advisor of any potential or actual violation of Applicable Law.

- b. **SEC Regulation.** If Advisor's RIA is registered with the SEC, TradePMR reserves the right to require Advisor to implement an Anti-Money Laundering program consistent with federal AML requirements including but not limited to the Patriot Act. If so required, Advisor recognizes that it will continually update such program and Advisor shall also perform the Customer Identification Program (CIP) requirements of TradePMR in a manner consistent with the Patriot Act. If required, Advisor shall promptly disclose to TradePMR any potentially suspicious or unusual activity detected as part of the CIP requirements being performed by Advisor on TradePMR's behalf.
- c. **Compliance Policies and Procedures.** Advisor and RIA shall adopt and implement written policies and procedures reasonably designed to prevent violation of Applicable Law (Compliance Policies and Procedures); shall review, not less frequently than annually, the adequacy of its Compliance Policies and Procedures and the effectiveness of their implementation; and shall document the annual review in a written report to be maintained as part of the Advisor's books and records.

8. **Regulatory Events.** Advisor represents and agrees that RIA currently has no affiliated IAR, and will not associate with any IAR in the future, who (i) is subject to any SEC order issued under Section 203(f) of the Advisors Act; (ii) has been convicted within the last ten (10) years of any felony or misdemeanor involving conduct described in Section 203(e)(2) of the Advisors Act; (iii) has been found by the SEC to have engaged, or have been convicted of engaging, in any of the conduct specified in Paragraphs (1), (4), or (5) of Section 203(e) of the Advisors Act; (iv) is subject to any order or decree described in Section 203(e)(3) of the Advisors Act; (v) is currently under an Order by any state securities regulatory agency or self-regulatory organization suspending, barring or revoking the securities registration or investment advisor registration of that individual. Advisor and RIA will promptly notify TradePMR in the event that the status of any associated person changes with regard to these disclosures.

9. **Regulatory Filings and Documentation.** Advisor will prepare and maintain the Investment Advisor's Form ADV and all other required investment advisory documents, including but not limited to: client contracts, solicitor disclosure documents and agreements, Form ADV and related Disclosure Brochures, Written Supervisory Policies and Procedures, and Codes of Ethics ("Advisory Documents").

- a. Advisor will ensure that all information contained in the advisory documents is complete, accurate, and current at all times. Advisor will provide to TradePMR a copy of any and all advisory documents upon TradePMR's request.
- b. If any of the information in the advisory documents is changed or amended, Advisor will promptly provide to TradePMR copies of such changed or amended advisory documents, together with a written summary of all material changes thereto.
- c. On an annual basis, Advisor will provide TradePMR with a current copy of the Advisor's Form ADV, documentation of the Advisor's annual registration renewal, and a copy of the "Renewals – Firm Renewal Report" from the Web CRD/IARD system.

10. **Relationship between Advisor and Client.**

- a. You represent and warrant that you have within your files a written agreement for each client and account appointing you as the Investment Advisor with the proper written authority to manage your clients' accounts at TradePMR. If you exercise discretionary authority over any client account at TradePMR, you represent that you have the prior written authority to enter such orders on your client's behalf.
- b. You acknowledge that you and not TradePMR are solely responsible for knowing and understanding the financial status, investment profile, and investment objectives for each client and that all orders that you place with TradePMR on behalf of each client and account are suitable.
- c. TradePMR will not determine whether it is appropriate for an account to be fee based since this decision is the Advisor's responsibility in consultation with your client. Asset or fee based accounts may not be appropriate for every brokerage account and depends upon a number of factors which include the investment objectives of your clients, your investment strategy and the frequency and size of your client's securities transactions in relation to strictly commission based business.
- d. TradePMR is not responsible for monitoring the future trading activity in your client's accounts in order to determine whether the account should be an asset or fee based account since this duty lies with Advisor.
- e. Advisor will place no trading orders that exceed Advisor's authority under the Investment Advisory Agreement between the Advisor and client.

- f. TradePMR is not responsible for monitoring or enforcing any agreements between the Advisor and client.
- g. Review and approval of any order(s) over the following limits is required before the trade(s) can be placed:
 - i. For equity orders, 100,001 shares or \$1,000,001.00.
 - ii. For options, 251 contracts or \$125,001.00.
 - iii. For bonds, 1,000,001 face value or \$1,000,001.00.
 - iv. For mutual funds, 500,001 shares or \$500,001.00.
 - v. For unit investment trusts, 2,001 units or \$1,000,001.00.

11. Relationship between Advisor and TradePMR. Advisor acknowledges that TradePMR only provides brokerage services as further set forth in the TradePMR Customer Agreement. Advisor acknowledges that TradePMR does not give investment, legal, compliance, or tax advice, and does not give advice concerning the nature, potential value, or suitability of any particular security transaction or investment strategy.

- a. TradePMR does not carry any registrations or licenses for Investment Advisors. Advisor will not represent or imply that TradePMR is (1) affiliated with Advisor or has any relationship other than that described in this Agreement; (2) provides advice to Advisor or Advisor's clients; (3) endorses or recommends Advisor or Advisor's services; (4) has any exclusive agreement or arrangement with Advisor; or (5) participates in or reviews any of Advisor's trading decisions.
- b. The account owners are mutual clients of both TradePMR and Advisor and have entered into separate agreements with each. Advisor provides investment advisory services to the account owners. TradePMR only provides discount brokerage services to the account owners as set forth in the client agreement. TradePMR does not and will not solicit orders, furnish any advice, or make recommendations about whether a security or investment is appropriate or suitable for the account holder.
- c. It is Advisor's duty to determine that all trade orders that you place with TradePMR are consistent with the client's investment profile and investment objectives.
- d. TradePMR has no duty to review, monitor, or supervise Advisor's management of client's accounts or to verify Advisor's compliance with applicable laws.
- e. It is Advisor's duty to promptly notify TradePMR in writing of any material changes to a client's financial status, investment profile or investment objectives. Such written notice shall include an updated TradePMR New Account Application and any other pertinent account documentation.
- f. Advisor will promptly notify TradePMR in writing of any changes in advisory fees governing a client account or in the event that the Advisor or client terminate the investment advisory account with TradePMR.
- g. Advisor agrees to provide TradePMR with any supporting documentation or additional client signatures that TradePMR requests related to any transaction, disbursement or deduction from a client account including but not limited to investment advisory fees, money transfers, wires, ACH's or checks to third parties.
- h. TradePMR reserves the right to reject any transaction, disbursement or deduction from a client account that it deems to be not in the best interests of the client or which it deems to be suspicious or inconsistent with any of its policies and procedures, rules of compliance, or applicable statute, law, regulation, rule or guideline.
- i. Advisor has no authority to bind TradePMR in any way.
- j. For all purposes associated with this Agreement, the parties hereto shall be considered independent and nothing in this Agreement shall be construed to create the relationship of employer and employee.
- k. This agreement is non-exclusive. TradePMR may provide services to other Investment Advisors. Advisor may utilize services of other brokerage firms so long as those firms are disclosed to TradePMR in writing.

12. Client Account Opening. Clients may apply to open TradePMR brokerage accounts. TradePMR may accept or reject these applications at its sole and absolute discretion. No rights are conferred upon Advisor in any agreement between the client and TradePMR. Advisor is responsible for knowing the terms and conditions of all disclosures and agreements entered into by client with TradePMR, including without limitation any margin or option agreements.

13. **Customer Identification.** Advisor shall verify and furnish to TradePMR correct tax identification numbers, addresses, signatures, and any other such information as is required by law on any client applications or as otherwise may be required by TradePMR for the servicing of accounts. If after reasonable requests to the Advisor, the documents necessary to enable TradePMR to duly perform any of its obligations and/or to comply with any laws, rules and regulations have not been received by TradePMR, TradePMR shall have the right at any time to notify Advisor that no further orders shall be accepted for the accounts involved and/or to place “no more business” and/or other restrictions on any such account. The Advisor shall be responsible for any claim, cost, expense, judgment, damage, assessment, penalty or fine claimed or assessed directly or indirectly as a result of Advisor’s failure to do so, and Advisor shall fully indemnify and hold harmless TradePMR in respect to such matters as set forth herein.
14. **Trade Confirmations and Account Statements** will be provided to the account holders through TradePMR’s clearing firm. Advisor will receive trade confirmations and have access to account statements through the Advisor login on the TradePMR platform. Confirmations and statements will be provided electronically at no charge to the account holder and Advisor. Paper confirmations will incur a service charge according to our standard service fee schedule.
15. **Options and Margin Trading.** Advisor acknowledges and agrees to the terms and conditions applicable to all options and margin accounts and trading therein. Advisor acknowledges having read the standard options risk agreement. TradePMR will rely on Advisor’s investment experience in conjunction with the clients’ qualifying information when determining a client’s eligibility for options trading. The client must execute a new options application if the client-Advisor relationship is terminated. TradePMR has sole discretion to execute buy-ins or sell-outs in any cash or margin account at any time without notice to Advisor or client when such action is deemed appropriate, regardless of whether the account complies with applicable margin maintenance requirements or any extension of time has been requested.
16. **ERISA Accounts.** To the extent that Advisor provides investment advice for compensation to a plan subject to the Employee Retirement Income Security Act of 1974 (“ERISA”) and consequently Advisor would be deemed a “fiduciary” as defined under Section 3(21) (A) (ii) of ERISA, Advisor agrees it will act in a manner consistent with the requirements of a fiduciary under ERISA.
17. **Indebtedness to TradePMR.** Advisor and RIA are jointly and severally responsible and liable to TradePMR for any loss including interest resulting from a debit, negative balance or liability in any client account of Advisor and your RIA either in the event that (1) any check or draft or other form of payment given is dishonored or is returned unpaid; (2) a negative cash balance occurs in an account due to the withdrawal of fees; or (3) any other debit situation that may arise in an account of the Advisor or RIA. TradePMR has the right to withdraw debit balances from Advisor’s and RIA’s sundry account, or to bill Advisor directly, or to withhold and offset advisory fees owing or owed to Advisor or to use any legal means necessary to collect such debt. TradePMR has sole discretion to execute buy-ins or sell-outs in any account at any time without notice to Advisor or client when such action is deemed appropriate.
18. **Complaints and Reportable Events.** Advisor shall notify TradePMR within one (1) business day of any client complaints, regulatory inquiries, pending or surprise audits or examinations by the SEC, a state securities regulator, or any other regulatory authority regarding Advisor. Advisor shall keep TradePMR apprised of all communications and correspondence related to any client complaints, audits, examinations, deficiencies or problems raised by any regulators. Advisor shall notify TradePMR within one business day of any incidents that the Advisor is required to disclose on the Advisor’s Form U-4 or the RIA’s Form ADV including but not limited to customer complaints, regulatory complaints, litigation, arbitrations, judgments, awards, bankruptcy filings, as well as criminal arrests and convictions.
19. **Indemnification.** Advisor and RIA will indemnify and agree to hold TradePMR, and its affiliates, officers, directors, shareholders, agents, employees, independent contractors (“Indemnified Persons”), harmless against any and all claims, actions, suits, arbitrations, demands, liabilities, judgments, penalties, fines, losses, damages, attorney fees, or any other expenses of any nature incurred by the Indemnified Persons and arising out of or relating to:
 - a. any and all claims or actions brought against TradePMR by a client, prospective client or former client of your RIA or a regulatory authority or any other third party relating to Advisor’s or RIA’s rendering of investment advisory services including but not limited to specific conduct, advice, fee arrangements, transactions, trades, recommendations, representations or omissions of Advisor;
 - b. the performance or nonperformance of your services to a client of your RIA;
 - c. the Advisor’s breach of this Agreement or any covenant, representation or warranty contained in this Agreement;
 - d. TradePMR acting in accordance with any instructions given by you or an IAR, employee or agent of your RIA including but

not limited to instructions which pertain to trades, wires, ACH's or other electronic fund transfers, withdrawals, or payments; and

- e. the actions, conduct, performance, omissions, representations, instructions, transactions, recommendations, advice or breach of any agreement including this Agreement, by you or any of the officers, directors, employees, agents or investment advisor representatives of your RIA.

Notwithstanding sub-paragraphs 19 (a) through (e) above no Indemnified Person shall be entitled to indemnification for losses hereunder to the extent such losses directly result from such Indemnified Person's willful misconduct. These indemnification provisions shall remain operative and in full force after termination of this Agreement.

Right of Set Off. In the event that any complaint, dispute, action, claim, or legal proceeding is brought by a client of Advisor or RIA against an Indemnified Person arising out of Advisor or its associated persons' activities, TradePMR or the indemnified person may withhold any compensation due Advisor or its representatives to establish reserves for the payment of any and all potential losses and/or expenses and may offset any compensation owed to Advisor by the amount of Losses actually incurred by the Indemnified Person.

As security for the payment of any indemnity obligations owed by Advisor or RIA to TradePMR under this section, you grant to TradePMR a continuing security interest in, lien on and right to set-off with respect to all present or future investment advisory fees payable to you by clients and otherwise payable to you by TradePMR; and in any and all accounts with TradePMR in the name of Advisor or RIA or any accounts in which Advisor or RIA have a beneficial interest in now or in the future, and in all securities, money and other assets held in any such account ("Investment Advisor and RIA Assets")

TradePMR will notify you of the amount of your payment obligation to TradePMR and request payment. If after receiving notice you fail to pay the obligation, TradePMR has the right without any further request, demand or notice, to offset and reduce any advisory fees which are owed to you now or in the future and/or the right to sell and liquidate any Investment Advisor and RIA Assets and apply the proceeds to reduce the payment obligations which the Advisor or RIA have to TradePMR.

In order to protect its rights under this Agreement, TradePMR reserves the right to require Advisor and RIA to procure, maintain and/or increase coverage of Error and Omissions Insurance. If so required, Advisor and RIA agree to provide proof of coverage on an annual basis or upon the request of TradePMR.

- 20. **Personal/Business Trading.** Advisor will not execute trades in the Sundry account. The Sundry account will be used solely for the purpose of processing advisory fees.
- 21. **Clearing Broker.** TradePMR is a securities broker/dealer registered with the U.S. Securities and Exchange Commission (SEC) and a member of the Financial Industry Regulatory Authority, Inc. (FINRA) and the Securities Investment Protection Corporation (SIPC). Advisor has entered into this Agreement with TradePMR, which has entered into an agreement with its clearing firm to execute and clear securities transactions in securities accounts managed by Advisor. Said clearing firm will carry and maintain such securities accounts except as otherwise provided in this Agreement. Trade-PMR, Inc. reserves the right to adjust its pricing without notice in the event of a change in pricing from its clearing firm(s).
- 22. **Advisory Fees.** Upon written authorization by the account holder on the New Account Application, TradePMR will accept invoices from Advisor and debit the client account for the amount of the investment management fees invoiced to the extent of available settled funds. All fees will be credited directly to the Advisor's sundry account. Advisor represents that all Advisory fees charged by Advisor have been or will be fully disclosed to the client. Advisor shall charge reasonable fees that comply with all applicable laws and regulations of the Advisor's relevant jurisdiction. Advisor further represents that Advisor will not deviate from the agreed upon advisory fee and fee schedule by charging a fee that is higher than the fee listed in the RIA's Form ADV and the Advisor's client agreement. Advisor will provide true and correct invoices for fees along with notice to client. TradePMR has no obligation to determine the accuracy of the advisory fees or to monitor the advisory fee agreement between Advisor and client. Advisor is solely responsible to settle any dispute regarding fees between Advisor and client. TradePMR has no liability whatsoever if the available settled funds are insufficient to cover the invoiced fees. If fees are credited erroneously to Advisor, such fees may be returned to the client's account in TradePMR's sole discretion.
- 23. **Fees and charges.** Advisor agrees to pay fees and charges for the following types of services which include but are not limited to: performance reporting, document and information requests, outside asset billing, prepays, wires, overnight delivery, cancel and rebills and any other miscellaneous services or functions that TradePMR performs pursuant to Advisor's instructions or on behalf of Advisor.

As security for the payment of these fees and charges owed by Advisor to TradePMR you grant to TradePMR a continuing security interest in or lien on and right to set-off against "Investment Advisor and RIA Assets" which is enforceable in the same manner set forth in paragraph 19 above under "Right of Set Off."

24. **Inspection of Books.** Advisor shall permit TradePMR to inspect and copy such books and records of Advisor as TradePMR may request in its sole and absolute discretion.
25. **Recording Conversations.** Advisor understands and agrees that TradePMR may record any telephone conversations without further notice for the mutual protection of TradePMR, Advisor and client.
26. **Confidentiality.** All books, records, documents, systems, forms, and information pertaining to TradePMR's business activities are the confidential and proprietary property of TradePMR ("Confidential and Proprietary Information"). Advisor warrants, covenants, and agrees that during the term of this Agreement or at anytime thereafter, Advisor shall not disclose any Confidential and Proprietary Information to any person or entity not employed by, owned by, or otherwise affiliated with TradePMR unless required by a court of law or government agency, and then only after notice to TradePMR that such disclosure is imminent. Advisor will return all Confidential and Proprietary Information and any and all copies thereof to TradePMR upon termination of this Agreement.
27. **Advertisements & Documents.** Advisor will not use any name, logo, service mark, trademark, or other proprietary or identifying designation of TradePMR or any of its affiliates in any advertising, promotional material, website, or other materials in promoting, marketing or offering investment advisory programs, products or services, whether written, electronic, or otherwise without TradePMR's written approval. You agree to remove any unauthorized reference to TradePMR immediately upon our request. Advisor further agrees not to use TradePMR or its clearing firm's name in Advisor's Form ADV or other disclosure materials without TradePMR's written authorization and subject to the following additional disclosure: "Client's assets will be maintained by an unaffiliated, qualified custodian, such as a broker-dealer, mutual fund company, bank or transfer agent. Your assets are not held by our advisory firm or any associate of our firm. TradePMR, Inc. acts as an introducing broker dealer on a fully disclosed basis through its designated clearing firm for our Advisory Firm. Advisor is not owned by, affiliated or supervised by TradePMR, Inc."
28. **Assignment.** TradePMR may assign its rights and obligations under this agreement to any affiliate or successor by merger or consolidation without notice to Advisor. Advisor will not assign this Agreement without TradePMR's prior written consent due to the nature of the business relationship and the responsibilities assigned to each party. This Agreement is binding upon and will inure to the benefit of the parties' successors and assigns.
29. **Termination.** All liability and indemnification provisions shall survive and remain in full force and effect after termination of this Agreement unless otherwise agreed to in writing.
- a. TradePMR may terminate this agreement and/or the provision of brokerage services to any particular client, or group of clients, or Advisor, immediately upon written notice to Advisor, with or without cause including without limitation for dishonesty, misrepresentation, refusal, or failure to comply with the terms of this Agreement or the policies and procedures of TradePMR, and the violation of any law, regulation, or rule of the SEC, FINRA, a state securities, or insurance regulator or any other applicable federal or state laws, rules, regulations or guidelines.
 - b. Advisor may terminate this Agreement upon written notice to TradePMR.
 - c. Upon termination of this agreement or termination by a client of the Investment Advisory Agreement with the Advisor, the client assumes exclusive control and sole responsibility over his/her accounts including without limitation the right to place orders.
 - d. TradePMR reserves the right upon termination of this Agreement to notify your clients of the following: (i) termination of this agreement; (ii) any material breach of this agreement and/or the Customer Agreement; (iii) any material misrepresentation made by you about yourself or any client; (iv) termination of your registration or your RIA registration or dissolution of your advisory business (v) sanctions imposed by any regulatory or government agency.
30. **Effectiveness.** Advisor understands that this Agreement is not effective until approved by Trade-PMR, Inc. in its sole discretion.
31. **Binding Effect.** This Agreement and the rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their respective successors and assigns.

- 32. **Entire Agreement.** This Agreement contains all of the agreements, representations, and understandings made between the parties. All modifications and amendments hereto must be in writing and signed by all parties.
- 33. **Severability.** Each provision of this Agreement is entirely severable from each other provision of the Agreement. In case any provision of this Agreement is found to be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions shall not in any way be affected or impaired thereby.
- 34. **Amendment.** This agreement and any services offered by TradePMR may be amended or modified at any time by TradePMR upon thirty (30) days prior written notice to Advisor.
- 35. **Survival of Clauses.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 36. **Headings.** The description headings of the respective paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or affect the construction of any provisions of this Agreement.
- 37. **Governing Laws.** This Agreement shall be governed by the laws of the State of Florida without regard to any choice of law provision, including questions of validity, interpretation, performance, and enforcement.
- 38. **Waivers.** No delay or omission on the part of TradePMR in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy and no waiver of any right or remedy hereunder on any one occasion shall be construed as a waiver of any such right or remedy on any other occasion. The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provisions hereof will not be taken or held to be a waiver of the provision itself.
- 39. **Notice of Changed Name, Address, Bank, or Employment.** Advisor agrees to promptly notify TradePMR in writing of any change to the Advisor's or RIA's name, address, or other contact information.
- 40. **Notices.** All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given and received (i) when personally delivered or sent by facsimile with a confirmation of transmission; (ii) electronic mail; (iii) one (1) day after being sent by a nationally recognized overnight carrier with guaranteed next day delivery; or (iv) three (3) days after being mailed by United States Certified Mail, Return Receipt Requested, postage prepaid. Notice is to be provided pursuant to the following contact information or the most recent contact information on file for the parties.

To: TradePMR, Inc.
 2511 NW 41st Street
 Gainesville FL 32606

or

Trade-PMR, Inc.
 PO Box 358230
 Gainesville FL 32635-8230

To: Investment Advisor

Attention: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 Fax: _____

ARBITRATION: Arbitration Disclosures: This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All of the parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.
- Arbitration awards are generally final and binding; a party's ability to reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award. Therefore, the arbitration award is not required to include factual findings or legal reasoning. The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement. No person 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 who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the client 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.

Arbitration provision: You hereby agree to submit to arbitration any controversy between you and TradePMR, which arises out of this Agreement or any other agreement between you and TradePMR which relates to any account, client transaction, or in any way arising out of your relationship to your clients or to TradePMR. Such arbitration will be conducted by and according to the securities arbitration rules then in effect with the Financial Industry Regulatory Authority ("FINRA"). The arbitration may be initiated by serving or mailing a written claim with FINRA. Any arbitration under this agreement shall be governed by the laws of the State of Florida.

This Agreement contains a Pre-dispute Arbitration clause that I have read, understood and hereby accept as witnessed by my signature below.

By signing below, the individual acknowledges that he or she is executing this Investment Advisor/RIA Services Agreement with TradePMR, Inc. as both the authorized signatory for the RIA firm and individually as Investment Advisor.

Investment Advisor Representative

TradePMR, Inc.

Name (print)

Authorized Signatory

Date

Signature

Date

Advisor Code: _____

The RIA firm and its principal listed below hereby approve the above referenced Investment Adviser Representative to enter into this Agreement and agree to remain responsible for the transactions and supervision of the Investment Advisor Representative as set forth in the separately executed Investment Advisor/RIA Services Agreement with Trade-PMR, Inc.

Name of RIA Firm

Authorized Signatory

Date

Print name and Firm Title

Advisor Code: _____