



# Model Provider Client Agreement

Please read the accompanying important instructions before completing this Application. Trade-PMR, Inc. is not affiliated with your advisor or any Model Provider. Trade-PMR, Inc. will act only as broker-dealer effecting transactions as instructed by your Advisor and/or Model Provider. First Clearing\* will act as custodian for your accounts. Trade-PMR, Inc. will charge fees for its Model Provider Program (MPP) separate from fees charged by your Advisor. The Model Provider will charge fees separate from your Advisor.

## 1 Account Information

Account Name:

Account Number:

Account Type:

RIA Firm:

Advisor MPP Rep Code:

## 2 Model Provider Selection

After reviewing the applicable materials, including disclosure documents, Model Provider Profile and/or marketing materials, and after considering objectives, styles and risks described therein, indicate the Provider and Model selection below.

**New:** Please do not send this form until the account is funded.

Model Provider	Investment Model	Model Fee
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Change:** Account will be fully rebalanced from its current model to the new model.

Model Provider	Investment Model	Model Fee
From: <input type="text"/>	From: <input type="text"/>	From: <input type="text"/>
To: <input type="text"/>	To: <input type="text"/>	To: <input type="text"/>

**Terminate:** Trade-PMR, Inc. will move the account to the following rep code:

## 3 Fee Schedule

Unless indicated below, the Client agrees to pay Model Provider and Trade-PMR, Inc. the fees described below from this Account. The MPP has an asset-based fee schedule. See Disclosure Documents for details of fee exclusions, calculation and refunds.

Select One:

Schedule Type	<100k	100k-<250k	250k-<500k	500k-<1MM	1MM+
Schedule I	<input type="checkbox"/> \$87.50/quarter	<input type="checkbox"/> 35 BPS	<input type="checkbox"/> 25 BPS	<input type="checkbox"/> 20 BPS	<input type="checkbox"/> 5 BPS
Schedule II	<input type="checkbox"/> \$87.50/quarter	<input type="checkbox"/> 40 BPS	<input type="checkbox"/> 35 BPS	<input type="checkbox"/> 25 BPS	<input type="checkbox"/> 10 BPS

**Total Estimated Fee (BPS):**  (Model Provider Fee + TradePMR Schedule Fee)

All fees are annualized.

Client elects to pay the fees associated with this Account from the following non-IRA account. Account Number:

\*Account(s) carried by First Clearing. First Clearing is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

## 4 Client Authorization

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Client acknowledges receiving your Investment Advisor's Disclosure Document or Form ADV, Part II and a separate disclosure document for the Model Provider you have chosen, if applicable (collectively, the "Disclosure Documents"), and that Client has made all of the designated selections above and has completed an Account Application. If this is a Trust account, the undersigned Trustee(s) acknowledge that such undersigned Trustee(s) have reviewed and approved the Account Application and represents that it is consistent with the Plan and related Trust Agreement. Client also acknowledges that the MPP or Model Provider does not perform any tax harvesting.

In connection with the appointment of the Model Provider (as defined herein) for the Account(s), Client hereby instructs the Model Provider to place all securities transactions through Introducing Firm and its Clearing Agent, except as otherwise provided herein.

**The Model Provider Program is not a deposit of any bank and is not insured or otherwise protected by the Federal Deposit Insurance Corporation ("FDIC") or any other government agency; is not an obligation of any bank or any affiliate of Introducing Firm, Clearing Agent; is not endorsed or guaranteed by Introducing Firm, Clearing Agent, or any bank or affiliate of Introducing Firm, Clearing Agent; and involves investment risk including possible loss of principal.**

**THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE LOCATED ON PAGE 6 AND 7. THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COPY THIS AGREEMENT.**

Account Holder Signature	Print Name	Title	Date
Additional Account Holder Signature	Print Name	Title	Date

## 5 Advisor Authorization

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The Client's overall financial situation has been reviewed and to the best of my knowledge the following is true:

- The objectives stated on the Account Application are suitable for the Client's overall financial situation.
- The amount of the Client's assets being placed under these objectives is suitable in relationship to the Client's total assets.

Advisor Signature	Print Name	Date
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As the Account Holder of record I acknowledge and agree to each of the following:

- Trade-PMR, Inc. is acting solely as a broker-dealer, and not as an investment advisor (IA), with respect to my Accounts. Trade-PMR, Inc. will only carry out transactions as directed by my Model Provider(s) (MP) designated in this Application or subsequently designated by me or my IA as the case may be. Trade-PMR, Inc.'s fees for its brokerage and related services are separate from the advisory fees charged by my IA and MPs. Trade-PMR, Inc. will send statements of all activity in my Accounts. Trade-PMR, Inc. does not provide tax or legal advice.
- My IA and I (Client), and not Trade-PMR, Inc., are responsible for investigating and selecting MPs to manage my Provider Accounts. Trade-PMR, Inc. does not endorse, recommend or give advice to me or my IA on, or refer me or my IA to, any MP or investment style or strategy or the suitability of any account for me. Trade-PMR, Inc. makes no representation or warranty about any MP or its services.
- Trade-PMR, Inc. is not obligated to monitor any MP's or my IA's or my trading activity in my Accounts.
- My IA and MPs are not affiliated with or controlled or employed by Trade-PMR, Inc. and are not authorized to act or make representations on Trade-PMR, Inc.'s behalf.
- Trade-PMR, Inc. does not mandate or suggest the amount of any MP's or IA's fee for management of any Account maintained at Trade-PMR, Inc.
- Trade-PMR, Inc. does not review and cannot verify or guarantee the accuracy, adequacy or completeness of any historical performance or other information about any MP made available to me or my IA, and Trade-PMR, Inc. shall not be responsible for my or my IA's reliance on any such information. An MP's past investment performance is not a guarantee of future results.
- The investment style, techniques, portfolio securities and performance and MP's separately managed accounts may differ materially from that of a mutual fund managed with a similar style by the same MP.
- Trade-PMR, Inc. shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspensions of trading, war, strikes or other conditions beyond its control, including, but not limited to, extreme market volatility or trading volumes.
- I shall indemnify and hold harmless Trade-PMR, Inc. and its officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any act or omission by my IA or MP with respect to my Accounts.
- The date of this Agreement shall be, and it shall operate from, the date of its acceptance by Trade-PMR, Inc. The terms of this agreement may be modified, subject to Client's receipt of prior written notice and Client's continued acceptance of services thereafter shall be deemed consent to such modifications.
- A Client request to establish Program services is not considered a market order due to the administrative processing time needed to establish your advisory Account. Trade-PMR, Inc. will make every effort to process the request promptly.
- Trade-PMR, Inc. reserves the right to include a cash position in the Client's Account should the MP not include a sufficient allocation of cash in order to cover the MPP, MP and the IA's fees.

#### **Trade-PMR, Inc.'s Privacy Policy and Disclosure of Information**

I understand that Trade-PMR, Inc. respects my privacy. Trade-PMR, Inc. will use the information I provide, among other things, to open and service my account, to communicate with me when necessary, to provide me with information and additional products and services, and to provide my IA and MPs and their designees with information as provided in the Account Agreement and Trade-PMR, Inc.'s Privacy Policy. Pursuant to the Account Agreement and Trade-PMR, Inc.'s Privacy Policy, Trade-PMR, Inc. may disclose information about me and my Accounts to certain other third parties, including without limitation third parties providing trade order, portfolio management, billing or performance-reporting systems. I may call Trade-PMR, Inc. at 1-888-723-3767 or local Gainesville, FL at 352-332-8723 for a copy of Trade-PMR, Inc.'s Privacy Policy.

## **Disclosure of Account and Other Information**

I authorize Trade-PMR, Inc. to obtain from my IA and MP(s), and for my IA and MP(s) to provide to Trade-PMR, Inc., information regarding my MPP Accounts as Trade-PMR, Inc. may reasonably request. I further authorize Trade-PMR, Inc. to send duplicate copies of my trade confirmations, account statements and other information about my MPP Accounts to the designated MP for the applicable Account and to send such information about my Accounts to such other parties as directed by me or my IA.

## **Trading Authorization**

If I have indicated on this Application that my IA will have trading authority to direct Trade-PMR, Inc. to execute trades in any of my Accounts, I authorize Trade-PMR, Inc. to accept instructions from my IA regarding those Accounts and to take all other actions necessary or incidental to the execution of such instructions, as IA shall direct. I authorize Trade-PMR, Inc. to accept instructions, with respect to each MPP Account, from the designated MP for MPP Accounts and to take all other actions necessary or incidental to the execution of such instructions, as my MPs shall direct. I, my designated MPs or my IA will give Trade-PMR, Inc. instructions for any margin trading or short sales in only the single Account (if any) for which I have, subject to Trade-PMR, Inc.'s approval, added such margin and short sales features. If an Account has a margin feature, Trade-PMR, Inc. is authorized to accept instructions from my IA and/or the applicable MP, as authorized, to trade on margin, to sell short, to borrow securities, to otherwise cause credit to be extended through that Account, and to secure the performance of obligations in the Account with any assets held in the Account (the "Account Assets"). If an Account is authorized for option trading, Trade-PMR, Inc. is authorized to accept instructions from my IA and/or the applicable MP, as authorized, to purchase and sell (write) index participation contracts and covered and uncovered option contracts on securities and securities-related indexes, up to my approved level of options trading strategy.

Trade-PMR, Inc., and other people or entities Trade-PMR, Inc. has given instructions to in order to implement an MP's or my IA's instructions, may rely on the MP's or my IA's instructions without obtaining my approval, counter-signature or co-signature. Each MP's and my IA's authority will include, with limitation, the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options (provided I have authorized trading options and the applicable Account has been approved by Trade-PMR, Inc. for such trading), mutual fund shares, evidences of indebtedness and any other securities, instruments or contracts relating to securities. I agree not to trade in my Account when it is in the MPP program.

I authorize Trade-PMR, Inc. to take any actions it deems reasonably necessary to carry out instructions Trade-PMR, Inc. receives from each MP, my IA and/or me, including, but not limited to, disbursing assets for the settlement of trades, I further authorize Trade-PMR, Inc., acting upon an MP's or my IA's instructions, to: (1) aggregate transaction orders for my Accounts with orders for one or more other accounts over which the MP or my IA, whichever has given the instruction, has trading authority; and (2) accept or deliver assets in transactions executed by other broker-dealers, where an MP or my IA has so aggregated orders. I agree that if any such aggregated order is executed by Trade-PMR, Inc. in more than one transaction, my portion of such order may be deemed to have been executed at the weighted average of the prices at which all of such transactions were executed.

Generally, Trade-PMR, Inc. will not trade on deposits of cash and/or securities less than \$10,000 more frequently than on a quarterly basis. Furthermore, trades prompted by a MP's model that result in a trade valued less than \$250 will be excluded systematically from a rebalance. These factors may increase the cash position in the Account above what the MP's model allocation states.

## **RETENTION AND TERMINATION OF MODEL PROVIDERS**

A Model Provider will generally not be removed or replaced by Trade-PMR, Inc. without Client's specific consent. However, Trade-PMR, Inc. reserves the right to do so in their sole discretion hereunder and to, in such a case, reserve the right to terminate the Account(s) from the MPP.

## **PROXIES, REORGANIZATIONS AND LEGAL PROCEEDINGS**

I allow Trade-PMR, Inc. to forward proxy and reorganization information related to securities, or the issuer of securities, held or formerly held in the Account to the MP. Additionally, I authorize the MP to act (or refrain from acting) on such proxy and reorganization information. I may rescind these authorizations by providing written instruction to Trade-PMR, Inc. appointing either myself or a third party authorized to act on my behalf.

With respect to the securities held or formerly held in the Account, or the issuer thereof, which become the subject of a legal proceeding, including bankruptcy, I allow Trade-PMR, Inc. to forward information related to such legal proceeding directly to Client. Trade-PMR, Inc. and the MP will not be obligated to render any advice or take any action with respect to legal proceedings. Trade-PMR, Inc.'s sole

obligation will be to forward such information within a reasonable period of time to me and acting on the instructions (if any) received from me.

#### **ERISA AND OTHER TAX- QUALIFIED ACCOUNTS**

**ERISA Plan Account:** If an Account is established on behalf of an employee benefit plan subject to the provisions of ERISA, Trade-PMR, Inc. is not a "fiduciary" (as that term is defined in ERISA) with respect to me.

The person executing this Agreement on behalf of me hereby represents that it is a "named fiduciary" as that term is defined in ERISA, with respect to the control or management of the assets of the Plan or Account and that it is empowered to appoint an "investment manager," as that term is defined in ERISA, with respect to the assets of the Account. The fiduciary representative(s) of any client who completes the Account Application acknowledge that they have reviewed and approved the Account Application and represent that it is consistent with the plan and related trust agreement. The person executing this Agreement on behalf of the client represent that they have specifically considered the role that the investment strategy and course of action contemplated by this Agreement will play in the Client's investment portfolio as a whole, including consideration of (i) the risk of loss and the opportunity for gain (or other return) associated with the investment strategy and investment course of action; (ii) the composition of the Client's investment portfolio with regard to diversification; (iii) the liquidity and current return of the client's investment portfolio relative to the Client's anticipated cash flow requirements; and (iv) the projected return on the Client's investment portfolio relative to the Client's investment objectives. The Client acknowledges and agrees that Trade-PMR, Inc. will rely on this representation in performing its duties under this Agreement.

ERISA client approves the investment of Account assets in mutual funds, including mutual funds advised, administered, or distributed by MP or an affiliate of the MP ("affiliated funds"), and approves the investment advisory and other fees paid by each such affiliated fund in relation to the fees paid by the plan under this Agreement. ERISA Client acknowledges receipt of the current prospectus issued by each affiliated fund and gives its approval on the basis of the information contained in the prospectus. Trade-PMR, Inc. agrees that such affiliated fund investments will be made in conformity with the provisions set forth in the United States Department of Labor's Prohibited Transaction Class Exemption 77-4.

To the extent that bonding is required pursuant to ERISA section 412, client agrees to obtain and maintain for the period of this Agreement any bond required pursuant to section 412 of ERISA or any other applicable law and to include within the coverage of the bond Trade-PMR, Inc., and any of Trade-PMR, Inc.'s officers, directors and employees whose inclusion is required by law. Client agrees to provide Trade-PMR, Inc. promptly with appropriate documents evidencing this coverage upon request.

**Other Tax-Favored Account:** Client hereby represents and warrants that the person executing this Agreement on behalf of the Account or plan, as the case may be, is either the Account owner or appropriate fiduciary to enter into this Agreement on behalf of the Account or plan and that it will notify Trade-PMR, Inc. if its status or authority should change.

Client acknowledges that Clearing Agent is not holding itself out or acting as Trade-PMR, Inc.'s agent in connection with the Service for any purpose except in providing custodial services and that Clearing Agent is not a fiduciary as that term is defined in ERISA with respect to Client.

#### **Brokerage Charges, Other Fees and Charges**

I acknowledge and agree that for each of my Accounts I will incur brokerage charges and/or other fees and charges in accordance with the terms agreed to by my IA and Trade-PMR, Inc. I may also incur other fees and charges for additional services Trade-PMR, Inc. may render for my Accounts. I further acknowledge and understand that Trade-PMR, Inc. may receive compensation from THIRD PARTY MODEL PROVIDERS.

If I liquidate securities prior to initiating or after terminating the MPP, I will be subject to customary brokerage charges with respect to that transaction, in addition to any MPP or MP fees that are applicable during the period. For securities purchased previously in a brokerage Account and subsequently moved into an MPP Account, these securities may be included in the calculation of the Program fee, in addition to any brokerage charges applied required to liquidate the securities subject to the IA's transaction charges with Trade-PMR, Inc..

I authorize Trade-PMR, Inc. to deduct the MPP fees at the rate indicated in the Fee Schedule quarterly, prorated and in arrears, from my Account(s). Furthermore, I authorize Trade-PMR, Inc to deduct the MP's fees at the rate indicated in the Fee Schedule either monthly or quarterly, prorated and in arrears, from my Account(s). Both the MPP and MP fee are generally charged within the first ten business days of each quarter based on the Account Value on the last business day of the previous quarter. If the Account does not have a sufficient balance of funds or money market shares to make any payment on its due date, Trade-PMR, Inc. may sell any additional securities in the Account, without notice to Client, in order to generate proceeds sufficient to pay such fees.

For the purposes of calculating the Program fees, "Account Value" means the sum of the market value of all eligible long and short security positions, including accrued income, cash and cash alternatives held in the Account. In valuing the Account, Trade-PMR, Inc. will use the closing prices or, if not available, bid prices of the last recorded transactions for listed securities, options and over-the-counter NASDAQ securities. For mutual funds, Trade-PMR Inc. will use the fund's most current net asset value, as computed by the fund company.

In doing so, Trade-PMR, Inc. will use the information provided by quotation services believed to be reliable. If any such prices are unavailable or believed to be unreliable, they will determine prices in good faith so as to reflect their understanding of fair market value. Due to trade date or settlement date accounting, the treatment of accrued income and other factors, the Account Value used in the calculation of fees may differ from that shown on my monthly account statement and/or performance report.

If Client directs Introducing Firm to debit fees from an alternate account, this election will continue until Client provides notice of revocation of this election. Introducing Firm will have a reasonable amount of time to act on Client's election. Client expressly assumes responsibility for any tax implications and any adverse consequences which may arise from this election and the payments made in connection with this election. Client certifies that Introducing Firm has not given me tax or legal advice in connection with this election and that Client has consulted a legal or tax advisor before completing this election. Client agrees to indemnify and hold Introducing Firm harmless from any loss, claim, or dispute that may arise in connection with acceptance and implementation of this election. This policy is subject to change with prior notice. Client's election will be considered reformed to the extent necessary to comply with the new policy.

Whenever there are changes to the fee schedule, the schedule charges previously in effect shall continue until the next billing cycle.

#### **Suitability**

I agree and acknowledge that I and my IA are responsible for the transactions in my Accounts, including assessing the suitability of transactions for my Accounts. I acknowledge receipt of the Day-Trading Risk Disclosure Statement included in the New Account Application, and I represent that I do not intend to use, nor do I intend my IA or MP to use, the MPP Account(s) for the purpose of engaging in a strategy involving the transmission of intraday orders to buy or sell the same security or securities (a "Day-Trading Strategy").

#### **Assignment**

My IA and MPs may not assign this or any related agreement without the prior written consent of me and Trade-PMR, Inc. All authorization granted to my IA shall inure to the benefit of my IA's successor, whether by merger, consolidation or otherwise, and assigns, and you may transfer the IA's authorizations to the successor and assigns.

#### **Termination of Authorizations**

The authorizations I have granted in this Agreement will remain effective until I have revoked any of them by giving written notice to Trade-PMR, Inc. or through notice by such other means as Trade-PMR, Inc. shall deem to be sufficient. Such revocation will not affect my obligation resulting from transactions initiated prior to Trade-PMR, Inc.'s receipt of such notice. I am not relying on Trade-PMR, Inc. to keep track of the granting or revocation of trading authorization to MPs by me and/or my IA from time to time. I understand that if Trade-PMR, Inc. terminates its relationship with my IA, Trade-PMR, Inc. will not be obligated to honor the authorization I have granted to my IA or MPs in this Agreement, and I will have exclusive control over, and responsibility for, my accounts. Trade-PMR, Inc. will notify me as soon as reasonably possible after the termination of Trade-PMR, Inc.'s relationship with my IA.

#### **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 unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**

- 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.

With respect to controversies or disputes which may arise between Client and Introducing Firm (and/or its clearing agent), (collectively "us"), under this Agreement concerning matters involving alleged violations of the Investment Advisers Act of 1940 ("Investment Advisers Act") or applicable state investment advisory laws, it is understood that the Securities and Exchange Commission and various state securities regulatory agencies believe that an agreement to submit disputes to arbitration does not constitute a waiver of any rights provided under the Investment Advisers Act or applicable state investment advisory laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

**Arbitration Provision:**

It is agreed that all controversies or disputes which may arise between you and Trade-PMR Inc. concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before an arbitration panel set up by Financial Industry Regulatory Authority ("FINRA") in accordance with its respective arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of Florida.

**Accounts carried by First Clearing** (Member of NYSE/SIPC)

**TRADE-PMR, INC.** (Member of FINRA/SIPC)  
PO Box 358230, Gainesville, Florida 32635