



Private Client Services Registered Representative Agreement

This Agreement dated _____, is by and between Private Client Services (PCS), ("The Company") and _____, ("Registered Representative").

The parties agree as follows:

In accordance with the terms of this Agreement, PCS and _____ agree to enter into this Agreement whereby PCS shall authorize the Registered Representative to sell securities, variable insurance products, variable and fixed annuities, traditional life and health insurance products, conduct investment advisory activities of the PCS and the Registered Representative agrees to be bound by the following conditions:

PCS will assist the Registered Representative by appointing the Registered Representative with PCS, by providing compliance and regulatory oversight of the Registered Representative, access to errors and omissions insurance protection covering the activities relating to the broker-dealer and access to life, annuity and health insurance products through insurance carriers with whom PCS conducts business.

The Registered Representative shall own all books, records, customer accounts, relationships, rights, interest in, benefits of, and any other tangible and intangible property interests including goodwill relating to the activity of the Registered Representative of PCS, unless otherwise prohibited or limited by this Agreement. Upon termination of this agreement, the Registered Representative shall retain any and all records in the possession of the Registered Representative, unless otherwise prohibited or limited by this Agreement.

Nothing in this agreement shall cause the books and records of PCS to be transferred to a third party broker-dealer. All records of PCS shall remain the exclusive property of PCS and nothing herein this agreement shall cause PCS to cease conducting business with or on behalf of the customer until such time as the Registered Representative transfers the customer account to a firm in which

the Registered Representative is registered subsequent to termination of this Agreement.

I. Representations and Identification of the Parties

1.1 PCS is a broker-dealer duly registered and in good standing with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, and with the Financial Industry Regulatory Authority ("FINRA"), a registered investment advisor under federal Securities and Exchange Commission, (the "SEC") and applicable state laws, and a licensed life, annuity and health insurance agency in all jurisdictions in which it conducts or will conduct business. PCS has satisfied itself that it is permitted to engage in this activity pursuant to section 3(a)(4)(B)(i) of the Act and interpretive releases. PCS will comply with all applicable laws and regulations as well as all rules of all regulatory bodies that exercise jurisdiction over PCS.

1.2 The Registered Representative warrants they are in good standing with FINRA and all state regulatory agencies overseeing securities and insurance activities. The Registered Representative will comply with all applicable laws and regulations as well as all rules of all regulatory bodies that exercise jurisdiction over Registered Representatives and Licensed Insurance Agents.

1.3 The Registered Representative subject to this Agreement will be registered with PCS as Registered Representatives and agree to be supervised by PCS in accordance with FINRA rules and regulations and the PCS Registered Representative Compliance Manual, directives, procedures, instructions, memorandums, and the like instructions which will be communicated by PCS.

1.4 The Registered Representative acknowledges that, in accordance with the terms of this agreement, the Registered Representative has agreed to exclusively sell to customers of PCS only those securities, variable insurance products, variable and fixed annuities, traditional life and health insurance products which are specifically authorized by PCS and the Registered Representative agrees to be bound by the following conditions and subject to the aforementioned agreement.

II. Duties and Responsibilities

2.1 As set forth more fully in Section VI of this Agreement, PCS agrees to pay the Registered Representative compensation for services further outlined in this Agreement. Services provided by PCS will include executing purchases and sales of securities. As used herein, the term "security" or "securities" shall have the meaning set forth in the Securities Exchange Act of 1934, as amended, and shall also include all other financial instruments or products included in the PCS brokerage services program including

without limitation, debt and equity instruments, mutual funds, variable and fixed annuities and other financial instruments and products approved by appropriate regulatory authorities for sale by Registered Representatives.

2.2 The parties to this Agreement will maintain a copy of this Agreement in their principal office.

2.3 All securities-related customer account records will be maintained by the Registered Representatives in a secure location at the Registered Representative's place of business. No securities-related customer information will be maintained outside of the secure location by the Registered Representative. The Registered Representative will maintain strict confidentiality of the names of all customers. The Registered Representative specifically agrees not to disclose the names of customers to any third party and furthermore agrees to comply with all the requirements regarding customer privacy as set forth in the Gramm-Leach-Bliley Act of 1998.

2.4 All books, records, and files relating to the Registered Representative will be available for inspection during normal business hours by PCS, the Securities Exchange Commission, the Financial Industry Regulatory Authority ("FINRA"), or other securities regulatory authorities. Such books, records and files, located at the Registered Representative's place of business shall also be available for inspection during normal business hours to all regulators having jurisdiction over the activities of the Registered Representative.

2.5 The Registered Representative agrees to be an independent contractor with PCS and shall be free to exercise his/her own judgment as to the persons whom he/she shall solicit as well as the time, place, manner and means of such solicitation. The Registered Representative acknowledges and agrees that he/she is not an employee of PCS and, as such, the Registered Representative agrees not to pursue any claim that he/she is an employee of PCS. The Registered Representative acknowledges that should the Registered Representative Agreement with PCS end, with or without cause, all compensation under this Agreement shall end immediately. PCS has no obligation to allow the Registered Representative to remain registered with PCS and may terminate this Agreement at any time.

2.6 Without given advance notice to the Registered Representative, PCS may visit the Registered Representative office(s) periodically during normal business hours to audit the securities activities of the Registered Representative and to inspect for evidence of compliance with the terms of the Registered Representative Compliance Manual, directives, procedures, instructions, memorandums, and the like instructions which will be communicated by PCS. The Registered Representative agrees to fully cooperate with such inspections and audits.

2.7 All customers will be required by the Registered Representative to sign a Disclosure Statement prepared by PCS. The content of the Disclosure Statement will, at a minimum, explain that PCS, not the Registered Representative, offers all securities-related services. The Disclosure Statement shall also include language to inform customers that securities products are not deposits or obligations of and are not guaranteed by PCS, and are not insured by the Federal Deposit Insurance Corporation and are subject to investment risk including possible loss of principal.

2.8 The Registered Representative will disclose to the customer all material facts concerning investment risks, provide prospectuses where applicable, use only approved sales literature and marketing materials, use best efforts to make suitable investment recommendations, adhere to all FINRA regulations relating to suitability, provide full disclosure of costs, fees, and expenses relating to recommended products and services, and on an ongoing basis secure updated information as to the financial situation of each customer doing business with PCS and serviced by the Registered Representative.

2.9 PCS retains its rights to terminate the Registered Representative pursuant to the provisions set forth in this Agreement regardless of the Registered Representative's performance. The Registered Representative acknowledges that Private Client Services may terminate the Registered Representative if barred or suspended by any securities regulatory agency from association with PCS. At its sole and separate option, PCS has the right to terminate the Registered Representative's Agreement with PCS.

2.10 In order to mitigate the risk of customer confusion regarding the distinction between being a Registered Representative of PCS, versus an Investment Advisor Representative of PCS, the Registered Representative agrees to conduct business with customers and will use best efforts to disclose to the customer all material facts in order that the customer fully understands a significant difference in each role of the Registered Representative. In no circumstances, however, shall any measure taken to mitigate such risk be allowed to substitute for the duties set forth in section 2.7 of this Agreement.

2.11 The Registered Representative's office shall be used solely for the purpose of selling of approved securities, investment advisory services and insurance products by the Registered Representative of PCS. Use of said office location(s) for any other purpose(s) will not be permitted without the prior written approval of PCS.

2.12 The Employment between the Registered Representative and any employee of the Registered Representative shall be determined solely by the Registered Representative. PCS shall not be a party to such arrangement.

2.13 The Registered Representative will be responsible for completing, on a timely basis, firm element continuing education as required by FINRA. The Registered Representative agrees to maintain and adhere to all security registration and insurance licensing requirements set forth by regulatory authorities and companies with whom PCS conducts business. The Registered Representative agrees not to promote outside of the relationship with PCS any securities products or insurance products for which the Registered Representative is not properly registered, licensed, appointed or authorized by PCS to conduct. The term "Insurance" shall include products for sale available through PCS, including fixed annuities, term life, universal life, long-term care, whole life, disability insurance, and other products approved by PCS and state insurance authorities. Property and casualty are not included in the definition of insurance within this.

2.14 The Registered Representative shall provide to customers promotional material outlining PCS brokerage services which clearly identify PCS as the entity providing such services and include all necessary disclosures as required by the regulatory authorities.

2.15 The Registered Representative agrees to comply in all aspects, be thoroughly knowledgeable with, and follow all rules and procedures (including all provisions of), the directives, procedures, memorandums and the like instructions set forth in the PCS Registered Representative Compliance Manual, directives, procedures, instructions, memorandums, and the like instructions which will be communicated by PCS.

2.16 The Registered Representative shall safeguard customer funds and securities and in no way use them personally.

2.17 The Registered Representative shall maintain books and records for the securities accounts of each customer serviced by the Registered Representative and keep current all records in regards to suitability as required by applicable laws, rules and regulations.

2.18 Notwithstanding any other provision contained in this Agreement, the Registered Representative will conduct business with customers in a professional and businesslike manner in accordance and conformity with FINRA, SEC, PCS rules and regulations at all times. The Registered Representative, unless specifically authorized in writing by PCS has no authority or power to bind or obligate PCS, by any statement, promise, representation, conduct or agreement of any kind, or to waive any of PCS's rights or requirements. The Registered Representative is not authorized to act for PCS in the final acceptance of any application or transaction for purchase or sale of financial, securities or insurance products; rather, applications and transactions shall be only accepted by PCS at its home office for this responsibility, and further, PCS and the issuer of a security shall have the right to refuse any application(s) or

order(s) at their discretion.

2.19 The Registered Representative shall use only approved sales literature, marketing materials, business cards, letterhead and the like which meets the standards set forth by PCS and FINRA.

2.20 The Registered Representative will maintain professional liability insurance in the form of Errors and Omissions Insurance coverage as mandated by PCS, with limits and retention satisfactory in PCS sole discretion.

2.21 The Registered Representative agrees to have their e-mail subjected to surveillance and retention by PCS as prescribed by FINRA regulation and determined by PCS at its' sole discretion. Social media such as Facebook, LinkedIn, Twitter and the like are subject to regulation and interpretation by PCS which requires PCS to monitor, periodically review and verify that the Registered Representative is complying with various regulations in dealing with the public.

2.22 The Registered Representative shall not use any proprietary or confidential customer information learned from PCS in the course of their relationship for any purposes other than those contemplated by this Agreement. The Registered Representative shall not disclose any such proprietary or confidential information to any unauthorized third party.

2.23 The Registered Representative will hold all customer data confidential; will protect the confidentiality of the data in a manner no less effective than that mandated by the PCS Registered Representative Compliance Manual. The Registered Representative will not use or re-disclose the customer data except in accordance with Section 502(b)(2) of the Gramm-Leach-Bliley Act, Public Law 106-102, S. 900 (1999) and any regulations promulgated thereunder by any State or Federal regulatory agency with jurisdiction over any of the parties, and the Privacy Policy of PCS.

2.24 The Registered Representative will notify PCS of any personal address change, customer complaint, regulatory inquiry, breaches in security of personal and/or business computer data resulting in unauthorized intrusions that may affect customers or PCS.

2.25 The Registered Representative agrees to allow PCS access to any and all records of the Registered Representative to fulfill supervisory and oversight responsibilities solely determined by PCS.

2.26 The Registered Representative shall utilize this Agreement solely for the purpose of marketing investment and insurance products subject to this Agreement.

2.27 The Registered Representative will solely be responsible for the Registered Representative business expenses and PCS has no obligation to pay them. The Registered Representative is responsible for the payment of all registration fees, all fees associated with annual FINRA Firm Element and FINRA Continuing Education requirements, errors and omissions insurance premiums, e-mail surveillance and retention fees, firm required technology fees, and compliance required fees necessary to meet FINRA regulations, or other fees and expenses as determined by PCS.

2.28 The Registered Representative will not accept or solicit financial remuneration directly or indirectly from product manufacturers, wholesalers, and representatives of product manufacturers or investment companies. Recognizing "soft dollars" and "pay for play" regulations prohibit the use of such payments. This shall not prevent the Registered Representative from being reimbursed by such eligible payments received by PCS from monies received from product manufacturers, wholesalers, and representatives that do not violate "soft dollar" and "pay for play" regulations under expenses reimbursement programs for seminars, advertising, shareholder meetings, etc. The Registered Representative agrees such payments shall be paid subject to the payout percentage the Registered Representative is eligible to receive.

2.29 The Registered Representative shall attend any required annual compliance meeting to satisfy FINRA regulations pertaining to such meetings, or other meeting(s) required by PCS. The Registered Representative agrees to instruct those employees of the Registered Representatives who provide the Registered Representative assistance relating to securities activities of the Registered Representative to attend any required meeting(s) requested by PCS.

2.30 To the extent that any provision of this Agreement shall be deemed invalid, unenforceable, or in contravention of any contractual provision between PCS and its Registered Representative, then this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

2.31 Unless granted written permission to the contrary, the Registered Representative will not, during the term of this Agreement and for a period of twelve (12) months following the termination of the Agreement, directly or indirectly, solicit or encourage others doing business with PCS including other Registered Representatives or other personnel of PCS to terminate or change in any manner their relationship with PCS.

2.32 The Registered Representative will be exposed to proprietary information as it relates to services, brochures, marketing materials, concepts, policies & procedures, technology, etc., which are proprietary and intellectual properties of PCS. The Registered Representative agrees not to duplicate,

transfer, share and/or use these properties outside of the Registered Representative's relationship with PCS.

2.33 The Registered Representative agrees to receive approval in writing from PCS prior to any involvement in an outside business activity in order to fulfill FINRA Rules and Regulations. The Registered Representative agrees not to enter into any employment relationship without the written permission of PCS. The Registered Representative agrees that PCS may at sole discretion withhold such approval for any reason.

2.34 The Registered Representative agrees not to bind PCS or enter any contract that obligates PCS or companies with which we conduct business without prior written approval of PCS. The Registered Representative will not initiate a complaint with a regulatory organization or legal action of any nature on behalf of PCS or companies with which we conduct business. The Registered Representative will limit contact with regulatory authorities on behalf of PCS and apprise PCS of any inquiries from them.

2.35 The Registered Representative will honor previous agreements with former organizations, employers or entities with which the Registered Representative has had a relationship. The Registered Representative agrees not to violate any terms of those agreements. The Registered Representative agrees to provide PCS with a copy of any previous agreement to which the Registered Representative is subject. The Registered Representative agrees to indemnify and hold PCS and its officers harmless for any and all claims, expenses (including but not limited to all attorney fees, alternative dispute costs or court costs), and damages which may be asserted by any third party or parties against PCS or its' officers arising from or in any way related to a violation of such agreements.

2.36 The Registered Representative will make best efforts to adhere to all laws and regulations as it relates to the solicitation of customers including those specifically dealing with "no call list" provisions.

2.37 The Registered Representative agrees that this is an "at will" Agreement which may be terminated at any time by PCS with or without cause. The Registered Representative agrees to be an independent contractor and not eligible for employee benefits of any kind. The Registered Representative agrees there is no eligibility for severance pay or unemployment insurance payments in the event this Agreement is terminated by either party. All payments to the Registered Representative of any kind, (earned or unearned) will end with the termination of this Agreement.

2.38 The Registered Representative agrees not to accept, pursuant to FINRA Membership and Registration Rule 1022, any compensation as a Series 6 Registered Representative for the sale of individual stocks or bonds in any manner under this Agreement. PCS may, from time to time at the request of a customer, effectuate such transactions.

2.39 The Registered Representative agrees that PCS shall be solely responsible for all contracts and discussions with all vendors of Securities and other products subject to this Agreement. PCS reserves the exclusive right to conduct due diligence on such products and shall from time to time discontinue the availability of products, which in its' sole discretion, has the authority to do. PCS is solely responsible for all other aspects of the relationship with vendors subject to this Agreement. This provision shall not prevent the Registered Representative from dealing directly with field personnel of product manufacturers dedicated to assisting the Registered Representative.

2.40 The Registered Representative agrees all equipment, materials, records, supplies, manuals, books, forms, files, notes, letters, lists, and any other documentation and/or information, in any form or medium ("Property"), provided the Registered Representative by PCS in the course of performing the duties of the Registered Representative of PCS, pertaining to the business of PCS or pertaining to any of its customers or prospective customers, shall be and remain the sole and exclusive property of PCS.

2.41 The Registered Representative agrees, upon the voluntary or involuntary termination of this Agreement, to immediately deliver to PCS or its designee the original and copies, notes, recordings, transcriptions, or any other reproductions of such Property, resident in whatever media and regardless of whether or not the Registered Representative has retained it in their possession. The Registered Representative agrees not to divulge to, share with, or permit access by any person, company, or organization not currently employed by or affiliated with PCS to such property during and after the Registered Representative's tenure with PCS.

2.42 The Registered Representative agrees that within the state(s) in which the Registered Representative is or has been licensed to sell, and have sold, insurance, annuity, or securities products for PCS, and during and for eighteen (18) months following the voluntary or involuntary termination of this Agreement with PCS:

- a. The Registered Representative will not, unless granted permission by PCS, solicit or attempt to solicit the purchase of products or services of the type or kind offered by or through PCS to any person, company, or organization to whom the Registered Representative previously provided service or to whom the Registered Representative previously sold insurance, annuity, or securities products offered by or through PCS during the course of the Registered Representative's Agreement with PCS; which can be identified as referrals from PCS, previously the accounts of former or current Registered Representatives of PCS or split business with other Registered Representatives of PCS.
- b. The Registered Representative will not, unless granted permission by PCS, sell or attempt to sell products or services of the type or kind

offered by or through PCS to any person, company, or organization to whom the Registered Representative previously provided service or to whom the Registered Representative previously sold insurance, annuity, or securities products offered by or through PCS during the course of the Registered Representative's Agreement with PCS; which can be identified as referrals from PCS, previously the accounts of former or current Registered Representatives of PCS or split business with other Registered Representatives of PCS.

- c. The Registered Representative will not, unless granted permission by PCS, make use of any Property of PCS in order to enable the Registered Representative or a third party to advise, induce, or assist any customer of PCS, to whom insurance, annuity, or securities products obtained from or through PCS were sold, be it a person, company or organization, to reduce, replace, lapse, surrender, or cancel any insurance, annuity or securities products from or through PCS; which can be identified as referrals from PCS, previously the accounts of former or current Registered Representatives of PCS or split business with other Registered Representatives of PCS.
- d. The Registered Representative will make available to any subsequent employer, or entities for which the Registered Representative is appointed as an agent, becomes a Registered Representative of, contracts with as an investment advisor representative, or otherwise engaged in the business of insurance, annuities, securities or the like, in any manner; with a copy of this Agreement and the Registered Representative will identify to PCS promptly of the identity of any such employers or entities.

2.43 The Registered Representative agrees to be subject to without prejudice to whatever other recourse that PCS, may have in the event that Registered Representative violates any provision of this Agreement including without limitation, an action in damages, PCS, shall have the right to obtain an injunction enjoining any such violation. The Registered Representative acknowledges that in the event of such violation PCS will suffer irreparable harm and that an injunction is therefore a necessary remedy in the circumstances.

2.44 The Registered Representative agrees that, in the event the Registered Representative violates any of the post-agreement restrictions of this Agreement, the eighteen (18) month time period of the post-agreement restrictions set forth above shall be extended for a period of time equal to the time between the start of the eighteen (18) month period and the date of the last violation. Such extension does not in any way operate to limit the types of remedies available to PCS to address any violations of this Agreement.

III. Indemnification

3.1 The Registered Representative shall indemnify, defend, and hold harmless Private Client Services, any controlling person of the PCS, and its affiliates, from and against (i) all losses, claims, damages, proceedings, suits, and actions commenced against PCS, and (ii) all liabilities, expenses, and costs, including reasonable attorney's fees, in connection therewith, arising out or relating to The Registered Representative activities including, but not limited to, any reckless acts, fraudulent acts, omissions or negligent acts involving or relating in any way to the sale of any security, advice to a customer or a breach of this Agreement by The Registered Representative.

3.2 PCS shall provide notice of any claim for indemnification to The Registered Representative. The Registered Representative shall promptly (but not later than ten days after written notice) compensate in cash PCS, for any losses or expenses of any nature referenced in paragraphs 3.1.

IV. Advertising and Promotional Materials

4.1 Any advertising or promotional materials used by the Registered Representative regarding securities-related services of PCS must be approved by PCS prior to their use.

4.2 The Registered Representative agrees that the use of advertising and promotional materials relating to PCS, the Registered Representative and any entity controlled by the Registered Representative, are distinct and separate entities and that securities services are provided by PCS and not by the entity controlled by the Registered Representative. All advertising must be distinct to inform the public that it is a separate entity from PCS and should not be confusing to the public.

4.3 All confirmations, account statements, and other customer communications will indicate that securities services are provided solely by PCS and not by the Registered Representative.

4.4 All aspects of this paragraph shall be subject to approval by the Compliance Department of PCS. The Registered Representative agrees to only advertise and promote the investment products through direct mailing of promotional literature, newspaper and other media advertisements, seminars and other approaches, which have been approved by PCS in writing prior to use. Any such advertisements and promotions shall contain conspicuous and easy to comprehend disclosures concerning the nature of and the risk associated with investment products. The cost of such marketing activities shall be paid by the Registered Representative, or as otherwise agreed to in writing, by both parties prior to use. The Registered Representative must obtain prior written permission from PCS before distributing any advertisement or promotional material of any kind that refers to either party or the services available from either party.

V. Activities of Unregistered Employees

5.1 The Registered Representative will not in any way encourage or promote unregistered employees of the Registered Representative to recommend securities, provide investment advice, or handle any questions that might require familiarity with the securities industry or require the exercise of judgment regarding securities; however, unregistered employees may describe in general terms the types of investment vehicles available from PCS.

5.2 The Registered Representative may, with the prior approval of PCS, instruct unregistered employees to direct all securities-related questions to PCS's Registered Representatives.

5.3 Unregistered employees will only provide clerical or ministerial assistance.

5.4 Unregistered employees will not accept or transmit orders on behalf of customers.

5.5 The Registered Representative may not pay an employee any referral fees. The Registered Representative agrees that any referrals fees must be paid by PCS. Any fees paid by PCS shall be considered nominal and the term "nominal" shall mean an amount not to exceed one hour of the referring employee's wage. Referral fees must not be contingent upon whether or not a referral results in a transaction and must be paid regardless of whether or not a sale is made. Referral fees cannot be in any way related to, or calculated on the basis of, any transaction effectuated between the customer and Registered Representative.

VI. Compensation to the Registered Representative

6.1 The Registered Representative agrees PCS will pay compensation directly to the Registered Representative. Any compensation paid will be paid less any credits and/or refunds made to customers generated by the brokerage services and investment advisory services rendered by the Registered Representative.

6.2 The Registered Representative shall not direct any compensation received by the Registered Representative to anyone else or any entity controlled by the Registered Representative to which PCS is not a party. The Registered Representative may not pay directly or indirectly any securities or investment advisory related compensation received by the Registered Representative to any other Registered Representatives or employee of the Registered Representative.

6.3 The Registered Representative shall have no right to be compensated for transactions effectuated with customers of PCS or other Registered Representatives of PCS. At its' sole discretion, PCS shall determine on

what customers the Registered Representative shall be compensated.

6.4 If any premium, deposit, or other consideration collected pursuant to any sale made under this Agreement is refunded by PCS, product manufacturer, issuer, or any other party for any reason, or if a reversal of the sale occurs for any reason; PCS shall not be obligated to pay any compensation to the Registered Representative. If such payment has already been made to the Registered Representative, then the Registered Representative shall be responsible to promptly repay all money or other consideration received directly or indirectly from PCS on the basis of such sale. PCS shall also be entitled to withhold any current or future compensation payable to the Registered Representative in order to satisfy any balance under this paragraph. PCS shall have a first lien on all such compensation (or claims therefore) as security for payment of any and all such debts or claims whether arising hereunder or otherwise, and PCS shall have the right, without any requirement that PCS first obtain consent or provided advanced notice, to deduct any monies so due from such compensation. This right of offset and all rights to indemnification under this shall survive the termination of this Agreement. This paragraph shall not eliminate any other rights to collect such money or other consideration or foreclose any other collection procedure that may be available to PCS.

6.5 The Registered Representative waives any rights to receive the payment of any compensation until PCS is in receipt of the compensation and acknowledges PCS's liability for the compensation payable is limited solely to the proceeds of the compensation received and actually earned.

6.6 The Registered Representative acknowledges that payments to the Registered Representative under the compensation arrangement of this Agreement may result in indebtedness to PCS by the Registered Representative and any such indebtedness shall accrue at interest of one and one half (1 1/2) percent per month until paid to PCS by the Registered Representative. The termination of this Agreement will not relieve the indebtedness of the Registered Representative and this provision shall survive the term of the Agreement. The Registered Representative agrees to reimburse PCS for all costs, including legal, accounting and collection fees of PCS in the collection of any and all debts of the Registered Representative to PCS.

6.7 The Registered Representative shall be paid compensation as outlined in the most recent PCS Registered Representative Compensation Guide. PCS shall have the sole right to amend any attachments, exhibits, or schedules of this Agreement including the structure, rate and/or plan of any or all compensation under this Agreement. Amendments to commissions and product schedules shall become effective immediately upon execution by PCS and upon mailing notice of the amendments to the Registered Representative's last known address.

VII. Assignment

7.1 This Agreement shall not be assignable by the Registered Representative without the written consent of PCS.

VIII. Termination

8.1 This Agreement shall be terminable without cause at any time by either party hereto by written notice to the other party with the effective termination date contained in said notice.

In addition, this may be terminated immediately and with notice for "cause." "Cause" is defined to include, but is not limited to:

- a. If the Registered Representative undertakes any act of fraud, deceit, or violates any statute or rule governing the sale of mutual funds, variable insurance products, variable annuities, investment or insurance related products contemplated under or subject to this Agreement.
- b. If the Registered Representative shall breach a material term of this Agreement and fails to cure such breach within 10 days of prior written notice of the breach from the non-breaching party.
- c. If the Registered Representative fails to adhere to any provision of the PCS Registered Representative Compliance Manual, directives, procedures, instructions, memorandums, and the like instructions which have been communicated by PCS to the Registered Representative.

8.2 In the event a customer of PCS terminates his/her account with the Registered Representative, PCS may continue to provide securities-related services to such customer. PCS may, at its' sole discretion, reassign a customer account to another Registered Representative of PCS without the consent of the Registered Representative subject to this agreement.

IX. Miscellaneous

9.1 This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

9.2 Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties or cause PCS to be responsible in any way for the debts or obligations of the Registered Representative. The intention of the parties is solely to create an independent contractor relationship with the Registered Representative of PCS and to provide securities services, subject to this PCS Registered Representative agreement.

9.3 Sales of securities, variable insurance products, variable annuities and insurance products to the general public by PCS or other Registered Representatives of PCS will not be limited by this Agreement.

9.4 All notices required or permitted hereunder shall be given in writing and delivered personally or sent by United States registered or certified mail, postage prepaid, to the following address:

Private Client Services
2225 Lexington Road
Louisville, Kentucky 40206
(502) 451-0600

9.5 This contains the entire understanding and Agreement of the Registered Representative and PCS, and supersedes all prior and contemporaneous Agreements or understandings, inducements, or conditions, expressed or implied, written or oral, between the Registered Representative and PCS and may be modified only in writing by PCS. The Registered Representative agrees that PCS may unilaterally change, amend or modify this Agreement at any time. If any of its provisions are held unenforceable, the remaining provisions shall not be invalidated. This may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and same instrument. It shall not be necessary to make proof of but one such counterpart in any court of law having jurisdiction with regard to this Agreement or any dispute arising pursuant hereto.

9.6 Any dispute or claim over the performance or interpretation of this Agreement that cannot be resolved by mutual consent of the parties shall be submitted subject to approval by PCS to be subjected to arbitration under the rules and procedures of the American Arbitration Association ("AAA") or otherwise all actions shall be brought in a court located in Louisville, Kentucky. This Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Kentucky without regard to the rules of conflict of laws of any other jurisdiction.

9.7 Subject to applicable law, each party agrees to provide the other with information necessary to perform their responsibilities pursuant to this Agreement.

9.8 This Agreement shall be kept confidential by the Registered Representative and the provisions of it shall not be shared with anyone other than legal counsel or in the event required to do so by law or per the terms of this Agreement.

9.9 Any delay or failure by PCS to exercise any right, power, remedy, or privilege herein contained, or now or hereafter existing under any applicable statute or law, shall not be a waiver to such right, power, remedy or privilege or to limit the exercise of such right, power, remedy or privilege.

9.10 This Agreement when changed, modified, or amended by PCS shall be immediate unless otherwise provided for by PCS in such notice to the Registered Representative. Such modifications shall not be deemed a cancellation of this Agreement.

9.11 The headings preceding the text, articles, and sections hereof have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

9.12 The Registered Representative acknowledges and represents that the Registered Representative:

- a) has had sufficient opportunity to read each provision of this Agreement and understands each provision;
- b) has had an opportunity to review the Agreement with legal counsel of the Registered Representative's choice;
- c) is not under duress; and
- d) is not relying on any representation or promise regarding the subject matter of the Agreement that are not set forth in the Agreement.

This Agreement dated _____, has been accepted by:

By: _____
Registered Representative

By:  _____
Ernest A. Sampson, Chief Executive Officer
Private Client Services



2225 Lexington Road
Louisville, KY 40206
(502) 451 0600

Background Check Information

Private Client Services runs a background check on every individual affiliated with our Broker Dealer. PCS has contracted with Sterling Talent Solutions, a global leader in background and identity services, to administer these screenings.

To complete the background check authorization form, please follow these steps:

1. Copy/paste this URL into your web browser (you will be directed to Sterling's secure portal):

<https://workforce.sterlingdirect.com/InvitationCodePage?InvitationCode=DB59FCECAAC42-1D98C76C>

2. When prompted, enter your email address and create a password.
3. Review and complete all the required information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



PRIVATE CLIENT SERVICES™

MEMBER FINRA, SIPC
A Registered Investment Advisor

2225 Lexington Road
Louisville, KY 40206
(502) 451-0600

Direct Deposit Election Form

Section I – Rep Information

Name _____ Social Security #: _____

Email Address _____

Section II – Account Information

☐ **Checking**

☐ **Savings**

9 Digit Routing Number: _____ Account Number: _____

Please attach below a voided check for Checking account or deposit slip for Savings.

Section III – Authorization

I authorize Private Client Services to deposit directly into my personal checking/savings account, pursuant to my election above, all commissions payable to me pursuant to my representative contract with them. I acknowledge that such deposits will constitute payment of commissions as required by said contract. I understand that my account will be credited as soon as possible after the commission period, usually within three (3) business days.

This authorization will become effective upon acceptance of my broker/dealer, Private Client Services.

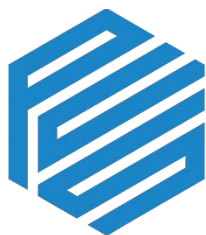
Taxpayer Identification – Internal Revenue Code section 6109 requires us to obtain your correct federal taxpayer identification number – TIN. This information is required so that payments can be accurately reported to you on form 1099-MISC. Failure to provide us with correct information may subject your account to backup withholding. If this occurs, we must withhold and pay to the Internal Revenue Service 31% of certain payments made to your account.

I represent that the answers given in this application are true and correct to the best of my knowledge and belief. I understand that any misrepresentation of misstatements may result in immediate cancellation of this contract.

Signature of Account Holder: _____ Date: _____

Attach Voided Check/Savings Slip Here

FOR OFFICE USE ONLY: Date Rcvd _____ Date Processed _____ Confirmation Email Sent _____ Initials _____



**PRIVATE
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A Registered Investment Advisor

Let our independence ignite yours.™

Errors and Omissions Liability Insurance Enrollment Form

Registered Representative Policy and Premium Breakdown

(Effective December 9, 2021 – December 8, 2022)

Limits of \$3,000,000 per Representative

\$5,000 Deductible

Premium Cost: \$1,600 Annually

Month	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22
Pro-rated Cost	\$1600.00	\$1466.63	\$1333.33	\$1199.97	\$1066.64	\$933.31	\$799.98	\$666.65	\$533.32	\$399.99	\$266.66	\$133.33

ENROLLMENT INFORMATION:

Representative Name:		Representative Number:	
Contract Date:	Enrollment Date:	Pro-Rated Premium: \$	

Premiums & Administrative Fees are Non-refundable

I understand that I am not eligible for coverage under the Private Client Services E&O Insurance Program unless I am contracted to represent Private Client Services as a Registered Representative.

Representative Signature:	Date:
---------------------------	-------



Advisor Name: _____

Firm Name: _____

Affiliation Date: _____

Broker Dealer Code: _____

PCS Technology Form

PCS Technology Package – Broker Dealer

Fee of \$51.88 deducted from semi-monthly commissions

Docupace – New business workflow system (DocuSign is available within Docupace at a cost of \$2.25 per envelope and \$.50 per SMS authentication - deducted monthly from commissions)

NetX360 Core Access – Pershing's tool used to track clients, accounts, execute trades, etc.

Jaccommo – Compensation information system

Marketing Pro – Compliance site for submission of marketing and advertising materials

Due Diligence Works – Research tool containing detailed carrier and product information for PCS approved mutual funds and annuities

Additional Technology Options (prices listed semi-monthly unless otherwise noted)

- ☐ **Albridge** \$95.00
Albridge Wealth Reporting's portfolio account and performance reporting functionality delivers an accurate, single view of all of your clients' assets. By providing a comprehensive view of client assets, you can deliver an unparalleled level of service to your clients.
- ☐ **Albridge - ByAllAccounts** \$45.00
Add-on service to existing Albridge users. View held-away accounts in Albridge Wealth Reporting, guiding your clients closer to their goals with a complete picture of their assets and liabilities.
- ☐ **FMG Marketing Suite** \$12.50
Offers an extensive online library, containing thousands of high-impact, professionally pre-written marketing messages and new technology that integrates seamlessly with the PCS Compliance office for preview of content. You can search the library for a pre-authored article, newsletter or client letter and (if preapproved) send it to your contacts via email or post to social media right away.
- ☐ **NetX360 Real Time Quotes** \$5.00 and \$0.03 per quote over 500 quotes
- ☐ **NetX360 Unlimited Real Time Quotes** \$49.00
- ☐ **NetX360 Streaming Quotes** \$59.00
- ☐ **NetX360 Optional Services/Pro Package** \$12.50
Includes Reuters News & Commentary, 500 Real-time quotes, Charts, and Historical Prices
- ☐ **NetX360 Analysis Package** \$20.00
Includes Market Edge Full Service, CFRA Stock Reports, and Thomson Investor Tools
- ☐ **NetX360 Morningstar Advisor Workstation 1** \$109.20
Includes Research, Sales, and Client/Portfolio Modules
- ☐ **NetX360 CFRA MarketScope** \$22.00
Includes access to CFRA Equity, Mutual Fund, & ETF Reports within CFRA MarketScope

NetX360: Canceling services – the full monthly fee (no prorating) is assessed regardless of number of days enrolled. To take advantage of this, it is best to time your cancelation notice as close to month-end as possible by emailing Operations@pcsb.net



Other

- ☐ **Pershing to Data Aggregator Provider** \$500 one-time FTP fee and \$150-\$200 monthly fee based on number of files selected
Provider Name: _____
- ☐ **Albridge Historical Data Merge** \$500 one-time fee for first 250 accts & \$1 per account over
- ☐ **Fan Mail/DAZL/DTCC Setup*** \$1,500 one-time fee for up to 20 hours of support and \$60/hour for any additional hours
**Invoiced in advance of service*
Scheduling based on availability

Technology providers subject to change without prior notice

Technology Selections

\$ 51.88 Semi-monthly Technology Fee *(does not include technology invoiced monthly)*

\$ _____ Optional Technology Fee

\$ _____ Total Technology Fee

I hereby authorize Private Client Services to:

- ☐ Deduct my semi-monthly technology fees from my commissions
- ☐ Deduct my fees from another advisor (fill in "Deducting Advisor Name" below)

Advisor Name

Advisor Code

Advisor Signature

Date

Deducting Advisor Name

Advisor Code

A late charge will be assessed at the rate of \$20 plus 1.5% of the unpaid balance for any invoice (including semi-monthly technology fees) not paid by the due date.

HOME OFFICE USE ONLY

Onboarding Coordinator Signature

Date

Finance Signature

Date

Effective Commission cycle date

Technology Support

Private Client Services (PCS) provides technology support to (PCS Associates) Registered Representatives, Investment Advisor Representatives, Registered Sales Assistants and the Support Staff serving them.

- Research of financial services practice solutions, including PCS Associate recommended regulatory required documentation of and due diligence on vendors, negotiation of contracts, discounts on technology, coordination and installation of PCS Associates' chosen solutions and primary contact for vendor problem resolution.
- Initial set-up, installation and deletion of PCS Associates chosen solutions from securities clearing firm (Pershing, LLC) and coordination of ongoing support from technology personnel at Pershing, LLC.

Protection of Confidential Non-Public Data

The Securities and Exchange Commission (SEC), Financial Industry Regulatory Authority (FINRA), State Insurance and Securities Departments and various Federal and State Agencies regulate the activities of investment professionals. In addition, numerous Federal and State laws require the protection of confidential non-public data of customers of investment professionals and the firm(s) which they conduct business.

PCS provides ongoing guidance and support to assist in the fulfillment of these regulatory requirements.

- **ISP – Information Security Policy:** provides PCS Associates guidance on how to manage their business related to technology. Addressing e-mail security, communication devices, software licenses, data retention, encryption, data destruction, identification, and general computer security.
- **Website Development:** PCS has contracted with Emerald Connect to provide turnkey and website development and PCS Compliance Department submission/SEC-FINRA.
- **Underground Vaults and Storage:** provides multi-state secured locations to store regulatory mandated retention documents of PCS Associates.



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A Registered Investment Advisor

SOCIAL NETWORKING & WEBSITE DISCLOSURE

Social Networking Site(s):

☐ **New Disclosure**

☐ **Update**

☐ I maintain a profile referencing investment products / services through my affiliation with Private Client Services on the following social networking sites:

Check all that apply: ☐ LinkedIn ☐ Facebook ☐ Twitter ☐ Other: _____

Please provide the email address connected to the account: _____

Please provide your Facebook Business page URL: _____

- ***Social Networking sites other than LinkedIn and Twitter will incur additional fees for archive services. (Check with PCS Compliance for archive rates)***
- ***Only Facebook Business Pages may be used (See PCS Social Networking Policy)***
- ***Certain State privacy laws prevent PCS from monitoring social networking sites and therefore prevent compliance with FINRA supervisory rules. Social networking in these states must be limited to personal use only. As of the revision date of this disclosure the applicable states are CA, DE, IL and MD.***

Website(s):

☐ **New Disclosure**

☐ **Update**

☐ I do not have an affiliation with, or own, any business related website.

☐ I am affiliated with the following business related websites:

URL: _____ Investment related? ☐ Yes ☐ No Website hosted by: _____

URL: _____ Investment related? ☐ Yes ☐ No Website hosted by: _____

URL: _____ Investment related? ☐ Yes ☐ No Website hosted by: _____

For any websites that are not hosted by Broadridge, Smarsh, AdvisorWebsites, 20 Over 10, Advisor Products or FMG Suite, (hosts with a Compliance Portal) please read and check the following:

- ☐ I agree to submit the applicable website for review via MarketingPro.com or remove any reference to investment products or services within 60 days. I acknowledge that non-compliance with this policy may result in disciplinary action.

By signing below, you certify that you have read and understand the PCS Social Networking policy, and you agree to comply with the policy. You also agree to update your social networking and website disclosure when changes occur. If you reside in a restricted State, you acknowledge that any social networking will be limited to non-securities/advisory use.

Representative Name:	Representative Signature:	Date:

Surveillance Officer Name:	Signature:	Date:



INDEPENDENT RIA OUTSIDE BUSINESS ACTIVITY DISCLOSURE

Securities regulations (Finra Rule 3270) requires PCS Registered Representatives to disclose and receive approval of all outside business activities prior to engagement. An independent RIA qualifies as an outside business activity and must be disclosed and approved by the Broker Dealer.

For the review to be completed, please fill out all information requested below as well as supply the additional documentation requested at the bottom of this disclosure form. PCS will not approve the RIA activity unless the requested information is supplied prior to, or at the time of this disclosure.

All submissions will be reviewed, and written notice of approval or denial will be supplied to you by the Compliance Department via e-mail.

PCS Representative Information:		
Name:	PCS Rep #:	PCS Supervisory Principal Name:
Disclosure Type: <input type="checkbox"/> New RIA <input type="checkbox"/> Update <input type="checkbox"/> Cancellation		Effective Date: _____
Name of RIA:		
Address of RIA:		
What date was the RIA approved by the SEC? _____ Registration Type: <input type="checkbox"/> SEC <input type="checkbox"/> State: _____ How many years have you been providing advisory services to clients? _____ How many advisory clients do you currently service? _____ Approx. AUM: _____ Do you hold any position other than as an IAR with this RIA? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes please provide below: _____		
Please select the types of services provided by the RIA: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Financial Planning <input type="checkbox"/> TPAM(Third Party Asset Management) <input type="checkbox"/> Other: _____ </div> <div> <input type="checkbox"/> Investment Management <input type="checkbox"/> Model Portfolio's </div> <div> <input type="checkbox"/> SMA (Separately Managed Accounts) <input type="checkbox"/> Portfolio Management Discretion </div> </div>		
Compensation (Select all that apply): <input type="checkbox"/> Advisory Fees (AUM) <input type="checkbox"/> Advisory Fees (Hourly Rate) <input type="checkbox"/> Salary <input type="checkbox"/> Other: _____		
Number of hours/month:	Number during trading hours:	Email address used for activity:
<div style="display: flex;"> <div style="flex: 1;"> <ul style="list-style-type: none"> ➤ Is there check-writing, trading authority, custody or control authority with your role/duties? ➤ Are you the registered representative on any brokerage side investment accounts for the RIA? ➤ Does the firm use a DBA (fictitious name) for your RIA? ➤ Do you understand that you may not ask your clients, other individuals or businesses to invest in your business without prior written approval from PCS? ➤ Website URL: _____ ➤ Are you an owner of this RIA? If so, please provide ownership level: _____% ➤ Do you intend to solicit other ownership or raise capital for this entity? ➤ Are you subject to any formal or informal agreement or arrangement requiring you to turn over or share securities commissions to this business? ➤ Will the activity of your RIA interfere or compromise your responsibilities to PCS or broker dealer side customers? ➤ Could the RIA activity listed above be viewed by customers or the public as part of PCS business? ➤ Have you received any customer complaints related to your RIA business? </div> <div style="flex: 0.5; text-align: right; padding-right: 10px;"> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> </div>		

Representative Attestations														
<ul style="list-style-type: none"> ▪ Private Client Services' acknowledgment of your RIA is conditioned upon the requirement that you provide, upon request, complete records pertaining to this business during the course of any compliance audits or other Compliance department inquiry. Records may include financial information. Private Client Services does not render an opinion on the legality of any OBA. ▪ The undersigned registered person agrees to indemnify and hold Private Client Services, its officers, partners, employees, and associated persons harmless from and against any and all losses, liabilities, claims, damages, and expenses whatsoever (including reasonable attorney fees), arising out of any regulatory action, civil litigation, proceeding, or dispute of any kind relating in any way to the acts or omissions of the registered person while performing the functions and responsibilities of the RIA, without limitation as to amount or insurance coverage. ▪ The undersigned registered person agrees that he or she may not recommend, solicit, introduce, or in any way facilitate the investment of any individual or entity into this RIA without the written pre-approval of Private Client Services. <p>The following information has either been submitted to PCS compliance (compliance@pcsbd.net), or is attached to this disclosure:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> RIA Procedures Manual</td> <td><input type="checkbox"/> Client Engagement Agreement</td> <td><input type="checkbox"/> Client Risk Profile</td> </tr> <tr> <td><input type="checkbox"/> ADV Part 2A (with supplements)</td> <td><input type="checkbox"/> Discretion Agreement</td> <td><input type="checkbox"/> Privacy Notice</td> </tr> <tr> <td><input type="checkbox"/> ADV Part 2B</td> <td><input type="checkbox"/> Business Continuity Plan (Disaster)</td> <td><input type="checkbox"/> Sample QPR (Performance)</td> </tr> <tr> <td><input type="checkbox"/> Model Tear Sheets / Model Descriptions</td> <td><input type="checkbox"/> List of Outside Money Managers / TPAMs</td> <td><input type="checkbox"/> Customer Complaints</td> </tr> </table>			<input type="checkbox"/> RIA Procedures Manual	<input type="checkbox"/> Client Engagement Agreement	<input type="checkbox"/> Client Risk Profile	<input type="checkbox"/> ADV Part 2A (with supplements)	<input type="checkbox"/> Discretion Agreement	<input type="checkbox"/> Privacy Notice	<input type="checkbox"/> ADV Part 2B	<input type="checkbox"/> Business Continuity Plan (Disaster)	<input type="checkbox"/> Sample QPR (Performance)	<input type="checkbox"/> Model Tear Sheets / Model Descriptions	<input type="checkbox"/> List of Outside Money Managers / TPAMs	<input type="checkbox"/> Customer Complaints
<input type="checkbox"/> RIA Procedures Manual	<input type="checkbox"/> Client Engagement Agreement	<input type="checkbox"/> Client Risk Profile												
<input type="checkbox"/> ADV Part 2A (with supplements)	<input type="checkbox"/> Discretion Agreement	<input type="checkbox"/> Privacy Notice												
<input type="checkbox"/> ADV Part 2B	<input type="checkbox"/> Business Continuity Plan (Disaster)	<input type="checkbox"/> Sample QPR (Performance)												
<input type="checkbox"/> Model Tear Sheets / Model Descriptions	<input type="checkbox"/> List of Outside Money Managers / TPAMs	<input type="checkbox"/> Customer Complaints												
Representative Signature:		Date:												
Supervisory Principal Review:														
<ul style="list-style-type: none"> ▪ Have you reviewed the RIA procedures, Form ADV, Agreements, Product and Services, Management process, and fee schedule to fully understand the Independent RIA business model? <input type="checkbox"/> Yes <input type="checkbox"/> No 														
Supervisory Principal Name:	Supervisory Principal Signature:	Date:												
<ul style="list-style-type: none"> ▪ Have you reviewed the RIA procedures, Form ADV, Agreements, Product and Services, Management process, and fee schedule to fully understand the Independent RIA business? <input type="checkbox"/> Yes <input type="checkbox"/> No ▪ Do the RIA procedures include methodology for managing client assets? <input type="checkbox"/> Yes <input type="checkbox"/> No ▪ Does the fee structure outlined in the ADV Part 2 comply with industry standards? <input type="checkbox"/> Yes <input type="checkbox"/> No ▪ Does the IAR have appropriate registrations to provide the services outlined above? <input type="checkbox"/> Yes <input type="checkbox"/> No ▪ Does the IAR appear to have enough experience and knowledge to provide the services outlined above? (Review ADV Part 2B supplement, and PCS Onboarding Questionnaire) <input type="checkbox"/> Yes <input type="checkbox"/> No ▪ Has the review identified any conflicts of interest that have not been disclosed on the ADV? <input type="checkbox"/> Yes <input type="checkbox"/> No ▪ Are there any other disclosed OBA activities for this representative that may result in a conflict of interest with the RIA activities listed above? <input type="checkbox"/> Yes <input type="checkbox"/> No ▪ If there are historical customer complaints for this IAR, have these been reviewed? <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> ○ If yes, does the review identify issues that prevent the approval of this activity? <input type="checkbox"/> Yes <input type="checkbox"/> No 														
Select Approval: <input type="checkbox"/> Approved <input type="checkbox"/> Denied														
Compliance Principal Name:	Compliance Principal Approval Signature:	Date:												

OUTSIDE BUSINESS ACTIVITY DISCLOSURE

Securities regulations (Finra Rule 3270) requires PCS Registered Representatives to disclose and receive approval of all outside business activities prior to engagement. Outside activities may include: Employment, independent contractor, serving as officer, director, board member, consultant or partner of another business; An outside RIA; A general or limited partner; Other securities related activities; Or any other activity that may result in receipt of compensation or profit.

New activities must be disclosed and approved by PCS. Not included: Charitable and civic activities unless there is compensation received, an investment account is held and controlled by the representative, or the position involves managing finances and/or investment related decisions.

All submissions will be reviewed and written notice of approval or denial will be supplied to you by the Compliance Department via e-mail. Each OBA must be submitted on a separate form.

Representative Information		
Rep Name:	Rep #:	OSJ Manager / Managing Principal:
Outside Activity: <input type="checkbox"/> New Activity <input type="checkbox"/> Update <input type="checkbox"/> Cancellation Effective Date: _____		
Name of Outside Business:		
Address of Outside Business:		
Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> DBA <input type="checkbox"/> Other: _____		
Business Description:		
Your position and duties:		
How will you be compensated: <input type="checkbox"/> None <input type="checkbox"/> Other: _____ <input type="checkbox"/> Salary <input type="checkbox"/> Hourly Rate <input type="checkbox"/> Fee <input type="checkbox"/> Commissions <input type="checkbox"/> Profits <input type="checkbox"/> Stock / Stock Options % of Total Income _____ %		
Number of hours/month:	Number during trading hours:	Email address used for activity:
<ul style="list-style-type: none"> Is your outside business activity securities or investment related? If your position is financially-related (such as treasurer of an organization), does the position involve any investment-related decisions? Is there check-writing, trading authority, custody or control authority with your role/duties? Are you the registered representative on any investment accounts for the organization listed above? Are there referral or incentive fees associated with the activity? Is the firm name a DBA (fictitious name) for your financial services/investment business? Do you understand that you may not ask your clients, other individuals or businesses to invest in your business without prior written approval from PCS? Is there an internet/web presence for the activity? Website: _____ Are you an owner of this business/Activity? _____% ownership Do you intend to solicit other ownership or raise capital for this activity / entity? Are you subject to any formal or informal agreement or arrangement requiring you to turn over or share securities commissions to this business? Will the activity listed above interfere or compromise your responsibilities to the firm/customers? Could the activity listed above be viewed by customers or the public as part of PCS business? 		<div style="display: flex; flex-direction: column; gap: 5px;"> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div>

Representative Attestations

- Private Client Services' acknowledgment of your OBA is conditioned upon the requirement that you provide, upon request, complete copies of your financial statements and other information about this business during the course of any compliance audits or other Compliance department inquiry. Private Client Services does not render an opinion on the legality of any OBA.
- The undersigned registered person certifies that the foregoing is true and accurate and agrees to provide Private Client Services with complete copies of his or her financial statements and other information concerning this OBA promptly upon request.
- The undersigned registered person agrees to indemnify and hold Private Client Services, its officers, partners, employees, and associated persons harmless from and against any and all losses, liabilities, claims, damages, and expenses whatsoever (including reasonable attorney fees), arising out of any regulatory action, civil litigation, proceeding, or dispute of any kind relating in any way to the acts or omissions of the registered person while performing this OBA, without limitation as to amount or insurance coverage.
- The undersigned registered person agrees that he or she may not recommend, solicit, introduce, or in any way facilitate the investment of any individual or entity into this entity. This prohibition also applies to investments in any other business enterprise, common investment pool, or private securities transaction not pre-approved in writing by Private Client Services, including participating in discussions with potential investors.

Representative Signature:

Date:

Home Office Use:

Comments or Notes:

Select Approval: ☐ Approved ☐ Denied

Compliance Approval Signature:

Date:



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INVESTMENT ACCOUNT DISCLOSURE

I understand that I, upon becoming an associated person of Private Client Services, must disclose all accounts in which securities transactions can be effected and in which you have a beneficial interest with the exception of any account in which transactions are limited to UITs, variable contracts and/or redeemable securities of open-end investment companies registered under the Investment Company Act of 1940, or which account is limited to transactions in such securities. For purposes of this rule, beneficial interest includes accounts held by a spouse, financially dependent child, or other related person whose account you have control over.

In addition, I am aware that I may not open a new investment account without making a written request and receiving written approval from Private Client Services. **In accordance with FINRA Rule 3210, I am disclosing the following (Select all that apply):**

- ☐ I do not have any investment accounts to disclose.
- ☐ I am the sole account holder of the investment account(s) listed below.
- ☐ I am a co-account holder of the investment account(s) listed below.
- ☐ Members of my immediate family have the following investment accounts or accounts in which I have a financial interest or exercise some sort of discretionary authority:

Account Title/Registration	Account Number	Broker/Dealer Name and Address

Representative Name:	Representative Signature:	Date:

Home Office Use:

Received, Logged, and 3210 letter(s) sent:

Surveillance Officer Name:	Signature:	Date:



PRIVATE CLIENT SERVICES™

MEMBER FINRA, SIPC
A Registered Investment Advisor

2225 Lexington Road
Louisville, KY 40206
(502) 451-0600

U4 Arbitration Disclosure

FINRA Rule 2263 requires broker-dealers to provide each associated person, upon the signing of a new or amended Form U4, the following disclosure to ensure that you are aware of the fact that the Form contains a pre-dispute arbitration clause.

The Form U4 contains a pre-dispute arbitration clause. It is in item 5 of Section 15A of the Form U4. You should read that clause now. Before signing the Form U4, you should understand the following:

1. You are agreeing to arbitrate any dispute, claim or controversy that may arise between you and your firm, or a customer, or any other person that is required to be arbitrated under the rules of the self-regulatory organizations with which you are registering. This means you are giving up the right to sue a member, customer, or another associated person in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
2. A claim alleging employment discrimination, including a sexual harassment claim, in violation of a statute is not required to be arbitrated under FINRA rules. Such a claim may be arbitrated at the FINRA only if the parties have agreed to arbitrate it, either before or after the dispute arose. The rules of other arbitration forums may be different.
3. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
4. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
5. 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.
6. The panel of arbitrators may include arbitrators who were or are affiliated with the securities industry, or public arbitrators, as provided by the rules of the arbitration forum in which a claim is filed.
7. 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.

By signing this disclosure form (which will be retained in your personnel file), you are indicating that you have read the Form U4 pre-dispute clause and that you fully understand its meaning and how it relates to your responsibilities and requirements as a registered individual of Private Client Services.

Name – Please Print

Signature

Date



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SOCIAL NETWORKING AND WEBSITE POLICY

Representative Social Networking Policy:

Although individuals in the financial services industry have increasingly been communicating to clients and prospects online, the SEC, FINRA, and state regulators have taken the position that online securities-related communications are to be treated in the same manner as printed advertising and sales materials. Recently, FINRA provided guidance in Regulatory Notice 10-06 on how securities-related communications on LinkedIn, Facebook, blogs, etc., must be supervised by firms that allow such websites to be used.

This policy sets forth the social networking policy for both registered representatives and advisory representatives related to how to use such websites for securities-related communications. Any violation of the Social Networking Policy may subject a Representative and/or PCS to sanctions by regulators; therefore, it is important to follow these guidelines. Representatives will be required to certify annually that they have complied with the above policy.

Blogs:

If you wish to discuss securities-related matters on a blog, then you must **obtain pre-approval from the compliance department** in order to facilitate the compliance oversight and recordkeeping required by the regulators.

Your blog must identify your affiliation with Private Client Services² and must indicate the state(s) in which you are securities registered and/or insurance-licensed and, hence, authorized to do business in, although the blog may be seen by those outside those jurisdictions. Also, if you include a hyperlink in your blog posting, additional required disclosures can be added.

Non-securities-related discussions, such as those related to personal matters or approved outside business activities, may be posted on disclosed third-party blog websites. It is your responsibility to assure that discussions posted on these third-party websites do not touch upon securities-related topics.

1. The social networking policy has been designed to reasonably prevent violations of SEC and FINRA advertising rules. However, depending on the content of your online communications, additional rules from other regulators or designation boards may apply, such as state insurance regulators or Certified Financial Planner Board.

2. If the blog is on your approved website, and the approved disclosure language is in the footer, then you are in good shape. If the disclosure does not appear in the footer, then it must appear on the blog page of the site. Disclosure must include the name of your RIA, Name of your broker/dealer (Private Client Services) and the non-affiliation language. Disclosure approval is required through the MarketingPro system if not in the footer of your website.

Approved Social Media (LinkedIn, Twitter and Facebook Business Pages):

You are approved to use LinkedIn, Twitter and Facebook Business Pages to advertise your securities-related business, provided you follow the policies and procedures set forth below.

1. You must disclose your LinkedIn webpage, Twitter account, and Facebook Business Page URL on the attached Website and Social Networking Disclosure Form.
 2. Your LinkedIn webpage and Twitter account, must be archived through Global Relay in order to satisfy record keeping and FINRA supervisory requirements.
 3. Your Facebook Business Page must be archived through Erado and requires an additional fee be paid to PCS for those archiving services.
 4. You must submit a complete copy of your profile page as well as any other static content (i.e. background/"wall" information or banner advertisements) you will be placing on LinkedIn and/or Facebook Business page via MarketingPro for pre-approval before you post. A copy of the materials submitted for review, Compliance approval certificate, and a copy of the posted pages are required to be maintained in your Advertising file.
- *When you list your biographical information on your user profile on LinkedIn/Facebook, be careful not to embellish your achievements, job titles, responsibilities, degrees or awards. What may seem like innocent puffery could be deemed by the SEC or FINRA as a misleading advertisement.*
5. On LinkedIn and/or Facebook you must identify your affiliation with Private Client Services³ and disclose your branch office address and indicate which states you are authorized to do securities or insurance business in. If you include an outside business or reference a business name under which you are conducting your securities business, you must disclose that such businesses are not corporate affiliates of Private Client Services.
 6. Although LinkedIn encourages users to seek out recommendations in order to increase inquiries through LinkedIn searches, **you must customize your LinkedIn profile so it does not show any recommendations** since such recommendations, once they are included on your page, run afoul of firm policy and the investment adviser prohibition against testimonials.⁴ It can be awkward to ask those who have complimented you to take back their nice comments, so there is no requirement for you to police comments placed by third parties on their webpages; however, you may not encourage such comments.⁵ If third-party recommendations do, somehow, get posted on your page, you must remove them as soon as they are noticed. Likewise, no recommendation may be given by you to any securities-registered individual, since such a recommendation would constitute a prohibited testimonial and would require approval from PCS for a FINRA registered person, and such permission will not be given under any circumstances.
 7. Facebook "Like" button: The Like button on Facebook has been viewed by some regulators in the industry as a potential endorsement when used to "Like" certain posts or is encouraged by the profile user. The use of the Like button should be done with caution and only used for generic industry news or subject matter, and never in relation to a specific product or service. Advisory reps must pay close attention to the use of the Like button since testimonials are prohibited under SEC rules for advisors.

3. If used for investment business, your LinkedIn and Facebook page(s) must include the standard name and affiliation disclosure: Securities (and Advisory services if applicable) offered through Private Client Services, Member FINRA/SIPC. Advisory Services offered through "Name of outside RIA". Private Client Services and "Name of outside RIA" are unaffiliated entities. (Include Branch Office Address and phone number).

4. The Investment Advisers Act of 1940's Rule 206(4)-1 prohibits any statement which "refers, directly or indirectly, to any testimonial of any kind concerning the investment adviser or concerning any advice, analysis, report or other service rendered by such investment adviser." The testimonial prohibition applies to statements about the investment adviser's advisory capabilities and to personal statements and refers to use of statements made by both clients and non-clients such as former colleagues and service providers. PCS policy also prohibits use of testimonials.

5. Comments placed on a blog can also constitute a testimonial and must be removed.

8. Twitter accounts should be used to direct recipients to representative webpages or other public sites in order to provide additional resource information. Due to the limited number of characters in a “tweet” it is difficult to provide the required disclosure information necessary with any type of recommendation or solicitation. Due to this limitation, all recommendations, solicitations, invitations to events, or advertising in general is prohibited within a “Tweet”. Twitter accounts should be created specifically for business purposes and should be separate from any non-business twitter account. Since all “tweets” will be archived and reviewed, just as all business-related e-mail, personal “tweets” are considered a waste of firm resources and should be avoided.
9. Please remember that anything posted on a twitter account may be saved and re-produced at any point in time, so attention should be given to all tweets prior to posting. Any “tweet” that is distributed should be done so marked as “private”, meaning only the named recipients will receive the posting and it will not be made public. Please see www.twitter.com for more detailed instruction on how to mark tweets as private.
10. The only Twitter attachment that may be allowed is a pre-approved representative photograph. No other attachment may be used with a business related “tweet”.
11. No hyperlink may be included in a “tweet” that directs a recipient to a file located on a site or location other than a PCS approved site or location. Third party providers are available that allow Twitter users to place files and link the location into a “tweet”. These services are not allowed and the use thereof is considered a violation of PCS policy and would be subject to disciplinary actions.

Prohibited Activities:

You are not allowed to engage in any securities-related communications using Instant Messenger, text messaging, chat rooms, and other, similar, “instant” communications unless prior PCS Compliance approval is received. If you are on these platforms, and someone who knows your background seeks to engage in such discussions, you must engage them offline or ask them to email the inquiry to your PCS approved email address.

Instant Messenger, chat rooms, and other “instant” communications are considered by FINRA to be correspondence, since such communications can be saved and printed by any of the recipients. Given their immediate nature, there is limited to no opportunity for submission of such online conversations to Compliance for review, and limited to no ability for the firm to archive such items.

Text Messaging is only allowed for representatives who use the PCS approved vendor and only after prior approval from PCS Compliance. Proper archiving and monitoring capabilities must be setup. If interested in using text messaging for business please contact Compliance@pcsbd.net for additional information including the firm's approved vendor, the cost and the overall text messaging policy.

Additional Information:

You are not allowed to use the PCS logo on your website, LinkedIn profile or Facebook Business Page. Additionally, you are not allowed to post copyrighted materials on your website, your blog or LinkedIn webpage without the owner's prior consent. You may link, where permitted, to the page on which such materials are located. Any hyperlinks to other websites or pages (except for links to FINRA, SEC or SIPC) must be accompanied by the disclosure: “By clicking on any link to a third-party site, you acknowledge that you are leaving my web page and that I am not responsible for the content or accuracy of such third-party sites.”

Finally, you are not allowed to allude to or discuss online any potential inside information about a public company. Regulators regularly monitor online communications for tipping related to potential insider trading.

Representative Website Policy:

If Representatives desire to advertise their investment business or advisory services on a website, FINRA Rule 2210 requires PCS Compliance to approve the website before it goes live. To assist Representatives in launching their websites compliantly, we recommend the following website hosts: Broadridge (formerly Emerald), Smarsh, Advisorwebsites.com, twentyoverten.com, and/or FMG Suite as vendors for representatives' financial services websites.

You must disclose any website you use to advertise your business, even if the website does not refer to any investment products or services. This includes any website you use for any approved outside business activity, including a tax or accounting practice. You need to disclose any such website using the attached Website and Social Networking Disclosure Form and submit it to your assigned Registered Principal, Field Supervisor, or Regional Director.

You may only refer to investment products and services that you sell as a result of being a Registered Representative / Investment Advisory Representative with PCS on a disclosed website. You cannot refer to these products on any accounting or tax website you may have, because we cannot assure that these websites will meet the advertising and disclosure requirements of FINRA.

All representative websites must include hyperlinks for FINRA (www.finra.org), SIPC (www.sipc.org) and BrokerCheck (brokercheck.finra.org). These links should appear on the landing page for the site (Home Page) as well as any page that has representative profile information. The Broker/dealer disclosure with links to FINRA and SIPC should also be listed on pages with product information. For more specific detail please contact your Managing Principal or the Compliance Department.