

**Investment Advisor Representative (IAR) Application****Notices**

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

1 IAR Personal Information

IAR Name:		Individual CRD Number:	
Social Security Number:		Primary Email Address (required):	
Date of Birth:	Home Phone:	Email:	
Home Address (No PO Boxes):			
City:		State:	Zip:
Citizenship: <input type="checkbox"/> US Citizen <input type="checkbox"/> Other If other, list your US Permanent Registration Number and type:			

2 IAR Company Information (ONLY COMPLETE WHERE RESPONSE IS DIFFERENT FROM RIA FIRM INFORMATION)

Business Name:		Tax ID Number:	
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:			
Principal Place of Business (Legal address, no PO boxes):		Mailing Address (If different):	
City:	State:	Zip:	City: State: Zip:
Business Phone:		Business Fax:	Cell Phone:

3 IAR Business Profile

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

4 IAR Authorization

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

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

IAR Signature	Title	Date
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5 Parent RIA Information

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

6 RIA Authorization

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

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

Signature of TradePMR Authorized Person	Title	Date
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Independent Investment Advisor and Registered Investment Advisor Firm Relationship Agreement

This Independent Investment Advisor and Registered Investment Advisor firm Relationship Agreement (Agreement) is made and entered into by and between Trade-PMR, Inc. (TradePMR) and the independent Investment Advisor Representative (Advisor) and the Registered Investment Advisor (RIA) firm. The Advisor understands, acknowledges, agrees, represents, and warrants that:

1. **Eligibility.** Advisor is an independent investment Advisor registered or seeking registration with the applicable securities regulators and in good standing with his/her state of residence and/or the United States Securities and Exchange Commission as an Investment Advisor Representative with the named RIA under the Investment Advisors Act of 1940, and/or as an RIA in all states where such registration is required. If the Advisor's or the RIA's registration status is suspended or revoked or has lapsed for any reason or if either becomes subject to any disciplinary action by a federal or state regulatory authority, Advisor will immediately notify TradePMR and cease any purchase transaction of securities in any account managed by Advisor or RIA.
2. **Capacity and Authority.** Advisor is of legal age to enter into contracts in the state of domicile, and is authorized to enter into this Agreement under applicable corporate/legal documents, and is not an employee of any exchange or of any corporation of which any exchange owns a majority of the capital stock, or a member of an exchange or NASD unless the relationship has been disclosed in writing with a letter of approval from the employer, where required.
3. **Disclosures.** The information provided on the application and in the accompanying documents (Form ADV, registration certificates, etc.) was provided by you or at your discretion and is current, accurate, truthful, and complete to the best of your knowledge and belief. Advisor agrees to provide TradePMR with updated documents promptly upon request or upon making any material changes or upon discovering any material inaccuracy. This agreement is not a substitute for the Advisor's investment advisory agreement and is not designed to satisfy any regulatory obligations.
4. **Background Review Authorization.** Advisor authorizes TradePMR to investigate the background of IA, RIA, and all IARs, including without limitation, the review of court records, state licensing records, FINRA's Central Registration Depository ("CRD") and Investment Advisor Registration Depository ("IARD") records as may be deemed necessary for the duration of this Agreement. TradePMR's review of the Advisory Documents is in accordance with TradePMR's obligations under applicable rules and notices and is intended solely for TradePMR's benefit and not for the benefit of Advisor.
5. **Decisions of TradePMR.** Advisor acknowledges that if any disputes arise between TradePMR and Advisor as to whether Advisor is in compliance with any applicable rules, the decision of TradePMR with respect thereto shall be conclusive for the limited purposes of this Agreement.
6. **License and Registration.** RIA and each of its IARs have and will maintain at all times during the term of this Agreement all licenses and registrations necessary for the lawful conduct of its business in all applicable jurisdictions and is now and will remain in material compliance with all applicable laws and regulations in connection with the activities contemplated by this Agreement.
7. **Compliance with Regulations and Laws.** Advisor acknowledges that it is Advisor's sole responsibility to ensure that all of Advisor's and its associated persons' investment

advisory activities, documents and procedures are in compliance with all applicable laws, rules and regulations, including without limitation, federal and state securities laws, rules and regulations (Applicable Law) and is solely responsible for complying with all laws and regulations governing its provision of advisory services to Advisor's clients, including without limitation: 1) determining whether Advisor and Advisor's employees are required to be registered or licensed with the appropriate regulatory authorities and complying with any registration requirements; 2) satisfying fiduciary obligations to Advisor's clients; 3) disclosing material facts regarding the advisory services; 4) record-keeping and reporting; and 5) complying with all rules related to custody, anti-money laundering, "know your client," suitability, and investment objectives governing investment Advisors. TradePMR shall have no obligation to notify Advisor of any potential or actual violation of Applicable Law.

a. **SEC Regulation.** If Advisor is registered with the SEC and at any time will maintain customer accounts with TradePMR, Advisor represents that: (i) Advisor has implemented its own AML Program consistent with the requirements of 31 U.S.C. 5318(h) and will update such AML Program as necessary to implement changes in applicable laws and guidance; (ii) Advisor (or its agent) will perform the CIP requirements of TradePMR in a manner consistent with Section 326 of the PATRIOT Act; (iii) Advisor will promptly disclose to TradePMR potentially suspicious or unusual activity detected as part of the CIP being performed on TradePMR's behalf in order to enable TradePMR to file a Suspicious Activity Report, as appropriate based on TradePMR's judgment; (iv) Advisor will certify annually to TradePMR that the representations in this paragraph remain accurate and that Advisor is in compliance with such representations; and (v) Advisor will promptly provide its books and records relating to its performance of CIP to the SEC, to any self-regulatory organization having jurisdiction over TradePMR, or to authorized law enforcement agencies, either directly or through TradePMR, at the request of such person or of TradePMR.

b. **Compliance Policies and Procedures.**

i. Advisor and its associated persons will comply with NASD Rules 2210 (Communications with the Public), 2510 (Discretionary Accounts); FINRA Rules 2010 (Standards of Commercial Honor and Principles of Trade), 2020 (Use of Manipulative, Deceptive or Other Fraudulent Devices), 2090 (Know Your Customer); Chapter 2100 of the FINRA Manual (Transactions with Customers), including but not limited to FINRA Rule 2111(Suitability); and such other self regulatory rules that may be applicable to the conduct of TradePMR's business, and any successor rules thereto (Applicable FINRA Rules), as if Advisor were a member of FINRA.

ii. Advisor shall adopt and implement written policies and procedures reasonably designed to prevent violation of Applicable Law (Compliance Policies and Procedures); shall review, not less frequently than annually, the adequacy of its Compliance Policies and Procedures and the effectiveness of their implementation; shall document the annual review in a written report; and shall provide a copy of the written report to TradePMR within thirty days of its completion.

8. **Regulatory Events.** RIA currently has no affiliated IAR, and will not associate any IAR in the future, who (i) is subject to any SEC order issued under Section 203(f) of the Advisors Act; (ii) has been convicted within the last ten (10) years of any felony or misdemeanor involving conduct described in Section 203(e)(2) of the Advisors Act; (iii) has been found by the SEC to have engaged, or have been convicted of engaging, in any of the conduct

specified in Paragraphs (1), (4), or (5) of Section 203(e) of the Advisors Act; or (iv) is subject to any order or decree described in Section 203(e)(3) of the Advisors Act. RIA will promptly notify TradePMR in the event that the status of any associated person changes with regard to these disclosures.

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

a. Advisor will ensure that all information contained in the advisory documents is complete, accurate, and current at all times. Advisor will provide to TradePMR a copy of any and all advisory documents upon TradePMR's request.

b. If any of the information in the advisory documents is changed or amended, Advisor will promptly provide to TradePMR copies of such changed or amended advisory documents, together with a written summary of all material changes thereto.

c. On an annual basis, Advisor will provide TradePMR a current copy of the Advisor's Form ADV, documentation of the Advisor's annual registration renewal, and a copy of the "Renewals – Firm Renewal Report" from the Web CRD/IARD system.

10. Relationship between Advisor and Client.

a. Advisor will place no trading orders that exceed Advisor's authority under the Investment Advisory Agreement between the Advisor and client.

b. TradePMR is not responsible for monitoring or enforcing any agreements between the Advisor and client.

c. Advisor will place no trading orders that exceed the following limits:

i. For equity orders, 100,001 shares or \$500,000.00.

ii. For options, 251 contracts or \$125,001.00.

iii. For bonds, 1,000,001 face value or \$1,000,001.00.

iv. For mutual funds, 50,001 shares or \$500,001.00

v. For unit investment trusts, 2,001 units or \$1,000,001.00.

11. Advisory Services. Advisor is solely responsible for complying with all laws and regulations governing its provision of advisory services to clients, including without limitation: satisfying all fiduciary obligations to advisory clients; proper disclosure of material facts regarding the advisory services; proper record-keeping and reporting (including downloading all statements each month); compliance with the custody rules governing Advisors; and compliance with anti-money laundering rules governing Advisors. TradePMR disclaims any responsibility for such compliance.

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

13. Customer Identification. Advisor shall verify and furnish to TradePMR correct tax identification numbers, addresses, signatures, and any other such information as is required by law on any client applications or as otherwise may be required by TradePMR for the servicing of accounts. If after reasonable requests to the Advisor, the documents necessary to enable TradePMR to duly perform any of its obligations and/or to comply with any laws, rules and regulations have not been received by TradePMR, TradePMR shall have the right at any time to notify Advisor that no further orders shall

be accepted for the accounts involved and/or to place “no more business” and/or other restrictions on any such account. The Advisor shall be responsible for any claim, cost, expense, judgment, damage, assessment, penalty or fine claimed or assessed directly or indirectly as a result of Advisor’s failure to do so, and Advisor shall fully indemnify and hold harmless TradePMR in respect of such matters as set forth herein.

14. **Trade Confirmations and Statements.** Trade confirmations and account statements will be provided to the account holders through TradePMR’s clearing firm. Advisor will receive trade confirmations and have access to account statements through the Advisor login on the TradePMR platform. The confirmations and statements will be provided electronically at no charge to the account holder and Advisor. Requests for paper confirmations and statements will incur a service charge according to our standard service fee schedule.
15. **Options and Margin Trading.** Advisor acknowledges and agrees to the terms and conditions applicable to all options and margin accounts and trading therein. Advisor acknowledges having read the standard options risk agreement. TradePMR will rely on Advisor’s investment experience in conjunction with the clients’ qualifying information when determining a client’s eligibility for options trading. The client must execute a new options application if the client-Advisor relationship is terminated. TradePMR has sole discretion to execute buy-ins or sell-outs in any cash or margin account at any time without notice to Advisor or client when such action is deemed appropriate, regardless of whether the account complies with applicable margin maintenance requirements or any extension of time has been requested.
16. **ERISA Accounts.** To the extent that Advisor provides investment advice for compensation to a plan subject to the Employee Retirement Income Security Act of 1974 (“ERISA”) and consequently Advisor would be deemed a “fiduciary” as defined under Section 3(21) (A) (ii) of ERISA, Advisor agrees it will act in a manner consistent with the requirements of a fiduciary under ERISA.
17. **Indebtedness to TradePMR.** Advisor is solely and exclusively responsible and liable to TradePMR for any loss including interest resulting from a negative balance in any client account of Advisor either in the event that a) any check or draft or other form of payment given is dishonored or is returned unpaid, or b) a negative cash balance occurs in an account due to the withdrawal of fees, or 3) any other debit situation that may arise. TradePMR has the right to withdraw debit balances from Advisor’s sundry account, or to bill Advisor directly, or to garnish advisory fees, and may use any legal means necessary to collect such debt. TradePMR has sole discretion to execute buy-ins or sell-outs in any account at any time without notice to Advisor or client when such action is deemed appropriate.
18. **Complaints.** Advisor shall notify TradePMR within one (1) business day of any client complaints, regulatory inquiries, pending or surprise audits or examinations by the SEC, a state securities regulator, or any other regulatory authority regarding Advisor. Advisor shall keep TradePMR apprised of all communications and correspondence related to any client complaints, audits, or examinations, deficiencies or problems raised by any regulators.
19. **Indemnification.** Advisor will indemnify and hold TradePMR and its affiliates and their respective officers, directors, shareholders, affiliates, agents, employees and independent contractors (“Indemnified Persons”), harmless against any and all liability, penalties, regulatory fines, claims, demands, causes of action, suits, damages, judgments, attorney’s fees, costs, or any other expenses of any nature incurred by them (“Losses”) and arising out of, in connection with, or relating to (i) any claim of any kind against TradePMR by a client, prospective client, former clients, civil or regulatory authorities or any other third parties relating to Advisor’s provision of investment advisory services (including specific conduct, advice, fee arrangements, trades, or

recommendations of Advisor) or (ii) the conduct of Advisor's business or (iii) the Advisor's breach of this Agreement or any covenant, representation or warranty of Advisor contained in this Agreement; provided, however, that no Indemnified Person shall be entitled to indemnification for Losses hereunder to the extent such Losses directly result from such Indemnified Person's willful misconduct. These indemnification provisions shall remain operative and in full force after termination of this Agreement.

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

20. **Personal/Business Trading.** Advisor will not execute trades in the Sundry account. The Sundry account will be used solely for the purpose of processing advisory fees.

21. **Relationship between Advisor and TradePMR.** Advisor acknowledges that TradePMR does not give investment, legal, compliance, or tax advice, and does not give advice concerning the nature, potential value, or suitability of any particular security transaction or investment strategy.

a. TradePMR does not carry any registrations or licenses for Investment Advisors.

Advisor will not represent or imply that TradePMR is affiliated with Advisor or has any relationship other than that described in this Agreement; that TradePMR provides advice to Advisor or Advisor's clients; that TradePMR endorses or recommends Advisor or his/her services; that TradePMR has any exclusive agreement or arrangement with Advisor; or that TradePMR participates in or reviews any of Advisor's trading decisions.

b. The account owners are mutual clients of both TradePMR and Advisor and have entered into separate agreements with each. Advisor provides investment advisory services to the account owners. TradePMR only provides discount brokerage services to the account owners as set forth in the client agreement. TradePMR does not and will not solicit orders, furnish any advice, or make recommendations about whether a security or investment is appropriate or suitable for the account holder.

c. TradePMR has no duty to review, monitor, or supervise Advisor's management of client's accounts or to verify Advisor's compliance with applicable laws.

d. Advisor has no authority to bind TradePMR in any way.

e. For all purposes associated with this Agreement, the parties hereto shall be considered independent and nothing in this Agreement shall be construed to create the relationship of employer and employee.

f. This agreement is non-exclusive. TradePMR may provide services to other investment Advisors. Advisor may utilize services of other brokerage firms so long as those firms are disclosed to TradePMR in writing.

22. **Clearing Broker.** TradePMR is a securities broker/dealer registered with the U.S. Securities and Exchange Commission (SEC) and a member of the Financial Industry Regulatory Authority, Inc. (FINRA) and the Securities Investment Protection Corporation (SIPC). Advisor has entered into this Agreement with TradePMR, which has entered into an agreement with First Clearing, LLC to execute and clear securities transactions in securities accounts managed by Advisor. First Clearing, LLC will carry and maintain such securities accounts except as otherwise provided in this Agreement. Trade-PMR, Inc.

reserves the right to adjust its pricing without notice in the event of a change in pricing from its clearing firm(s).

23. **Advisory Fees.** Upon written authorization by the account holder on the New Account Application, TradePMR will accept invoices from Advisor and debit the client account for the amount of the investment management fees invoiced to the extent of available settled funds. All fees will be credited directly to the Advisor's sundry account. Advisor will not deviate from the agreed upon advisory fee and fee schedule listed in the RIA's Form ADV. Advisor will provide true and correct invoices for fees along with notice to client. TradePMR has no obligation to determine the accuracy of the advisory fees or to monitor the advisory fee agreement between Advisor and client. Advisor is solely responsible to settle any dispute regarding fees between Advisor and client. TradePMR has no liability whatsoever if the available settled funds are insufficient to cover the invoiced fees. If fees are credited erroneously to Advisor, such fees may be returned to the client's account in TradePMR's sole discretion.
24. **Inspection of Books.** Advisor shall permit TradePMR to inspect and copy such books and records of Advisor as TradePMR may request in its sole and absolute discretion.
25. **Recording Conversations.** Advisor understands and agrees that TradePMR may record any telephone conversations without further notice for the mutual protection of TradePMR and Advisor.
26. **Confidentiality.** All books, records, documents, systems, forms, and information pertaining to TradePMR's business activities are the confidential and proprietary property of TradePMR ("Confidential and Proprietary Property"). Advisor warrants, covenants, and agrees that during the term of this Agreement or at anytime thereafter, Advisor shall not disclose any Confidential and Proprietary Property to any person or entity not employed by, owned by, or otherwise affiliated with TradePMR unless required by a court of law or government agency, and then only after notice to TradePMR that such disclosure is imminent. Advisor will return all Confidential and Proprietary Property and any and all copies thereof to TradePMR upon termination of this Agreement.
27. **Advertisements & Documents.** Advisor will not use any name, logo, service mark, trademark, or other proprietary or identifying designation of TradePMR or any of its affiliates in any advertising, promotional material, website, or other materials in promoting, marketing or offering investment advisory programs, products or services, whether written, electronic, or otherwise. You agree to remove immediately any unauthorized reference to TradePMR at our request.

ADV language: The prohibition against the use of TradePMR's name includes use in the ADV and related documents. The Advisor may choose to use language similar to the following to describe its brokerage practices:

Except to the extent the Client directs otherwise, the Advisor may use its discretion in recommending the broker or dealer. In recommending brokers and dealers, Advisor will generally seek "best execution." Best execution means in recommending a broker or dealer the Advisor will comply with its fiduciary duty to obtain best execution and as defined by the Securities Exchange Act of 1934 and will take into account such relevant factors as (a) price; (b) the broker's or dealer's facilities, reliability and financial responsibility; (c) the ability of the broker or dealer to effect transactions, particularly with regard to such aspects as timing, order size and execution of order; (d) the research and related brokerage services provided by such broker or dealer to the Advisor, notwithstanding that the Account may not be the direct or exclusive beneficiary of such services; and (e) any other factors the Advisor considers to be relevant.

28. **Assignment.** TradePMR may assign its rights and obligations under this agreement to any affiliate or successor by merger or consolidation without notice to Advisor. Advisor will

not assign this Agreement without TradePMR's prior written consent due to the nature of the business relationship and the responsibilities assigned to each party. This Agreement is binding upon and will inure to the benefit of the parties' successors and assigns.

29. **Termination.** All liability and indemnification provisions shall remain in full force after termination of this Agreement unless otherwise agreed in writing.
 - a. TradePMR may terminate this agreement and/or the provision of brokerage services to any particular client, or group of clients, or Advisor, immediately upon written notice to Advisor, with or without cause including without limitation for dishonesty, misrepresentation, refusal, or failure to comply with the terms of this Agreement or the policies and procedures of TradePMR, and the violation of any law, regulation, or rule of the SEC, FINRA, a state securities, or insurance regulator or any other applicable federal or state laws, rules or regulations.
 - b. Advisor may terminate this Agreement upon written notice to TradePMR.
 - c. Upon termination of this agreement or termination by a client of the Investment Advisory Agreement with the Advisor, the client assumes exclusive control and sole responsibility over his/her accounts including without limitation the right to place orders.
30. **Effectiveness.** Advisor understands that this Agreement is not effective until approved by Trade-PMR, Inc. in its sole discretion.
31. **Binding Effect.** This Agreement and the rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their respective successors and assigns.
32. **Entire Agreement.** This Agreement contains all of the agreements, representations, and understandings made between the parties. All modifications and amendments hereto must be in writing and signed by both parties.
33. **Severability.** Each provision of this Agreement is entirely severable from each other provision of the Agreement. In case any provision of this Agreement is found to be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provision shall not in any way be affected or impaired thereby.
34. **Amendment.** This Agreement may only be amended with the written consent of all parties to the Agreement and no provision hereof or breach thereof may be waived except in writing by the party waiving its rights.
35. **Survival of Clauses.** The provisions relating to Indebtedness to TradePMR, Indemnification, Confidentiality, and Advertising & Documents shall survive termination of this Agreement.
36. **Headings.** The description headings of the respective paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or affect the construction of any provisions of this Agreement.
37. **Governing Laws.** This Agreement shall be governed by the laws of the State of Florida without regard to any choice of law provision, including questions of validity, interpretation, performance, and enforcement.
38. **Waivers.** No delay or omission on the part of TradePMR in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy and no waiver of any right or remedy hereunder on any one occasion shall be construed as a waiver of any such right or remedy on any other occasion. The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provisions hereof will not be taken or held to be a waiver of the provision itself.

39. **Notice of Changed Name, Address, Bank, or Employment.** Advisor agrees to promptly notify TradePMR in writing of any change to the Advisor's name, address, or other contact information.
40. **Notices.** All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given and received (i) when personally delivered or sent by facsimile with a confirmation of transmission; (ii) one (1) day after being sent by a nationally recognized overnight carrier with guaranteed next day delivery; or (iii) three (3) days after being mailed by United States Certified Mail, Return Receipt Requested, postage prepaid. Notice is to be provided pursuant to the following contact information, or the most recent contact information on file for the parties.

To TradePMR:

Trade-PMR, Inc.	2511 NW 41 st Street
1015 NW 56 th Terrace	Gainesville FL 32606
Gainesville FL 32605	

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

To Investment Advisor:

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

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

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

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the

class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein. Arbitration Provision: It is agreed that all controversies or disputes which may arise between you and Trade-PMR, Inc. concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority ("FINRA") in accordance with its arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of Florida.

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

By: Advisor, for RIA

Advisor Code: _____

For Trade-PMR, Inc.