



PRIVATE CLIENT SERVICES™

MEMBER FINRA, SIPC
A Registered Investment Advisor
2225 Lexington Road
Louisville, KY 40206
(502) 451-0600

Private Client Services Dually Registered Representative Agreement

This Dually Registered Representative Agreement (the "Agreement") is entered into by and between Private Client Services, LLC, whose principal mailing address is 2225 Lexington Road, Louisville, Kentucky ("PCS"), and _____, whose principal mailing address is _____ (the "Dually Registered Representative" or the "DRR" and, together with PCS, the "Parties").

WHEREAS, in accordance with the terms of this Agreement and the conditions set forth below, the Parties agree that PCS shall authorize the Dually Registered Representative to sell securities, variable insurance products, variable and fixed annuities, traditional life and health insurance products.

The Parties agree as follows:

I. Representations and Identification of the Parties

1.1 PCS is a broker-dealer dually registered and in good standing with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934 (the "Act"), and with the Financial Industry Regulatory Authority ("FINRA"). PCS is also an SEC-registered investment advisor under applicable Federal and state laws, as well as 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 its 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 DRR shall also be an investment advisor representative of _____ (the "IAR"), which is independent of PCS. The IAR will be subject to supervision of investment advisory activities by PCS to fulfill regulatory responsibilities required by the SEC and FINRA for a dually registered investment advisor representative and registered representative of both firms.

1.3 The DRR warrants that s/he is in good standing with FINRA, the SEC, and all state regulatory agencies overseeing securities and insurance

activities. The DRR 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.

1.4 The DRR will be registered with PCS and agrees to be supervised by PCS in accordance with FINRA rules and regulations and the PCS Registered Representative Compliance Manual, directives, procedures, instructions, memorandums, and like instructions communicated by PCS.

1.5 The DRR acknowledges that, in accordance with the terms of this Agreement, the DRR agrees 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.

II. Duties and Responsibilities

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

2.2 The Parties' intention is to create an independent contractor relationship between the DRR and PCS and to provide securities services, subject to 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 Act, as amended, and shall also include all other financial instruments or products included in PCS's 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.

2.3 The DRR 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 DRR of PCS, unless otherwise prohibited or limited by this Agreement. Upon termination of this Agreement, the DRR shall retain all records in the possession of the DRR, 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 in this Agreement shall cause PCS to cease conducting business with or on behalf of the customer until such time as the DRR transfers the customer account to a firm in which the DRR is registered subsequent to termination of this Agreement.

2.4 The Parties will maintain a copy of this Agreement in their respective principal office.

2.5 All securities-related customer account records will be maintained by the DRR in a secure location at the DRR's principal place of business. No securities-related customer information will be maintained outside of the secure location by the DRR. The DRR will maintain strict confidentiality of the names of all customers. The DRR 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 1999 and its related updates and guidance.

2.6 As an independent contractor with PCS, DRR is free to exercise his/her own judgment as to the persons whom s/he shall solicit as well as the time, place, manner, and means of such solicitation. The DRR acknowledges and agrees that s/he is not an employee of PCS and, as such, is not eligible for PCS employee benefits, and cannot pursue any claim that s/he is an employee of PCS. The DRR agrees that nothing contained in this Agreement will 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 DRR. The DRR acknowledges that should this Agreement end, with or without cause, all payments and compensation under this Agreement shall end immediately. PCS has no obligation to allow the DRR to remain registered with PCS and may terminate this Agreement at any time.

2.7 All books, records, and files relating to the DRR must be available for inspection during normal business hours by PCS, the SEC, FINRA, and other securities regulatory authorities, and all regulators having jurisdiction over the DRR. Without given advance notice to the DRR, PCS may visit the DRR's office(s) periodically during normal business hours to audit the securities activities of the DRR and to inspect for evidence of compliance with the terms of the Registered Representative Compliance Manual, directives, procedures, instructions, memorandums, and like instructions communicated by PCS. The DRR agrees to fully cooperate with such inspections and audits.

2.8 All customers will be required by the DRR to sign a Disclosure Statement prepared by PCS. The content of the Disclosure Statement will, at a minimum, explain that PCS, not the DRR, 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.

2.9 The DRR will disclose to the customer all material facts concerning investment risks, will provide prospectuses where applicable, will use only approved sales literature and marketing materials, will use best efforts to make suitable investment recommendations in the best interest of customers, will adhere to all FINRA regulations relating to suitability, provide full disclosure of costs, fees, and expenses relating to recommended products and services, and will continually secure updated information as to

the financial situation of each customer doing business with PCS and serviced by the DRR.

2.10 PCS may terminate the DRR pursuant to the provisions set forth in this Agreement, regardless of the DRR's performance. The DRR acknowledges that PCS may terminate the DRR if the DRR is barred or suspended by any securities regulatory agency from association with PCS.

2.11 To mitigate the risk of customer confusion regarding the distinction between being a registered representative of PCS, versus an IAR, the DRR 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 the significant differences in each role. Under no circumstances, however, will any measure be taken to mitigate such risk be allowed to substitute for the duties set forth in section 2.8 of this Agreement.

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

2.13 Employment between the DRR and any employee of the DRR shall be determined solely by the DRR. PCS will not be a party to such arrangement.

2.14 The DRR will be responsible for timely completion of all firm element continuing education as required by FINRA. The DRR 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. Outside the relationship with PCS, the DRR agrees not to promote any securities products or insurance products for which the DRR 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. In the context of this Agreement, property and casualty are not included in the definition of insurance.

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

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

2.17 The DRR shall safeguard customer funds and securities and in no way use them personally.

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

2.19 Notwithstanding any other provision contained in this Agreement, the DRR will conduct business with customers in a professional and businesslike manner in accordance and conformity with FINRA, SEC, and PCS rules and regulations at all times. The DRR, 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 DRR 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. Applications and transactions shall be only accepted by PCS at its home office; further, PCS and a security's issuer shall have the right to refuse any application(s) or order(s) at their discretion.

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

2.21 The DRR will maintain necessary professional liability insurance in the form of errors and omissions insurance coverage as mandated by PCS, with limits and retention satisfactory in PCS's sole discretion.

2.22 The DRR's e-mail will be subject 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 at its sole discretion. PCS will monitor, periodically review, and verify that the DRR is complying with various regulations in dealing with the public.

2.23 The DRR shall not use any proprietary or confidential customer information learned from PCS during the Parties' relationship for any purposes other than those contemplated by this Agreement. The DRR shall not disclose any such proprietary or confidential information to any unauthorized third-party.

2.24 The DRR will hold all customer data confidential and will protect the confidentiality of the data in a manner no less effective than that mandated by the PCS Registered Representative Compliance Manual. The DRR will not use or 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), its rules, regulations, updates, and amendments, and any regulations promulgated thereunder by any state or Federal regulatory authority with jurisdiction over any of the Parties, and PCS's Privacy Policy.

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

2.26 The DRR will allow PCS access to any and all records of the DRR in order to fulfill supervisory and oversight responsibilities solely determined by PCS.

2.27 The DRR will utilize this Agreement solely for the purpose of marketing investment and insurance products subject to this Agreement.

2.28 The DRR will be responsible for the DRR's business expenses and agrees that PCS has no obligation to pay them. The DRR 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.

2.29 The DRR 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. However, the DRR may be 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 DRR agrees such payments will be paid subject to the payout percentage the DRR is eligible to receive.

2.30 The DRR shall attend all required annual compliance meetings to satisfy FINRA regulations as well as other meeting(s) required by PCS. The DRR shall instruct those employees of the DRR who provide the DRR with assistance relating to the DRR's securities activities to attend any required meeting(s) requested by PCS.

2.31 Unless granted written permission to the contrary, the DRR will not, during the term of this Agreement and for a period of twelve (12) months following the termination of this 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 DRR will be exposed to PCS's proprietary information and intellectual property as it relates to services, brochures, marketing materials, concepts, policies and procedures, technology, etc. The DRR agrees not to duplicate, transfer, share and/or use this information and property outside of the DRR's relationship with PCS.

2.33 The DRR shall obtain PCS's prior written approval before the DRR engages in any outside business activity. The DRR agrees not to enter into any employment relationship without the prior written permission of PCS. PCS may at sole discretion withhold such approval for any reason.

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

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

2.36 The DRR will make best efforts to adhere to rules created by the Federal Trade Commission, the Federal Communications Commission, and all related state and Federal guidance as they relate to the solicitation of customers including those specifically dealing with "no call list" provisions.

2.37 The DRR agrees that the DRR's engagement with PCS is "at will." The DRR will not be eligible for employee benefits of any kind from PCS, and the DRR is not eligible for severance pay or unemployment insurance payments in the event this Agreement is terminated. All payments to the DRR of any kind, earned or unearned, will end with the termination of this Agreement.

2.38 Per FINRA Rule 1200 Series, the DRR agrees not to accept 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 DRR agrees that PCS shall be solely responsible for all contracts and discussions with security and other product vendors subject to this Agreement. PCS has the exclusive right to conduct due diligence on such products and may from time to time, using its sole discretionary authority, discontinue the availability products. PCS is solely responsible for all other aspects of the relationship with vendors subject to this Agreement. This provision shall not prevent the DRR from dealing directly with field personnel of product manufacturers dedicated to assisting registered representatives.

2.40 The DRR agrees all equipment, materials, records, supplies, manuals, books, forms, files, notes, letters, lists, and any other documentation and information, and copies or reproductions thereof, in any form or medium (the "Property"), provided to the DRR by PCS while performing the DRR's duties under this Agreement will be and remain the sole and exclusive property of PCS or its designee. Upon termination of this Agreement, the DRR shall immediately return the Property to PCS regardless of whether the DRR possesses it. The DRR shall not divulge, share with, or permit access to the Property by any person, company, or organization not currently employed by or affiliated with PCS during this Agreement or after its termination.

2.41 The DRR agrees that within the state(s) in which the DRR is or has been licensed to sell, and/or 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 DRR will not, unless granted prior written permission from PCS, sell or attempt to sell, or 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 which can be identified as current accounts of other registered representatives of PCS or split business with other registered representatives of PCS.
- b. The DRR will not, unless granted prior written permission by PCS, make use of any Property of PCS in order to enable the DRR 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 the accounts of current registered representatives of PCS or split business with other registered representatives of PCS.
- c. The DRR will make a copy of this Agreement available to any subsequent employer, any entity of which the DRR is appointed as an agent, any entity of which the DRR becomes registered, any entity

with which the DRR contracts an investment advisor representative, or otherwise any entity with which the DRR engages in the business of insurance, annuities, securities, or the like, in any manner. The DRR will notify PCS promptly of the identity of any such employers or entities.

2.42 The DRR agrees to be subject to, without prejudice, whatever other recourse that PCS may have in the event that the DRR violates any provision of this Agreement including without limitation, an action in damages. PCS has the right to legally enjoin any such violation. The DRR acknowledges that, in the event of such violation, PCS will suffer irreparable harm and that an injunction is therefore a remedy in the circumstances.

2.43 The DRR agrees that, in the event that the DRR violates any of the post-Agreement restrictions, the eighteen (18) month time period 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 To the extent the DRR has insurance coverage through PCS's insurer, the DRR agrees to indemnify, defend, and hold harmless PCS and its officers, directors, affiliates, agents, employees, and independent contractors from and against any and all penalties, claims, demands, causes of action, suits, judgments, losses, liabilities, and costs and expenses, including without limitation, attorney's fees, court and arbitration costs, which result from the DRR's fraudulent, reckless or negligent acts or omissions, violation of securities rules or regulations, including but not limited to Federal and state securities rules and regulations, or other misconduct. Should the Parties be held jointly responsible, all attorney's fees, costs, settlements, judgements, whether imposed on the DRR, PCS, or both, where fault is not determined by a court of competent jurisdiction, will be shared by Parties in the same proportion as the revenue associated with transactions or accounts as related to the dispute were shared.

3.2 PCS shall provide notice of any claim for indemnification to the DRR. The DRR shall promptly, but no later than ten (10) days after written notice, compensate PCS for any losses or expenses of any nature referenced in paragraphs 3.1.

IV. Advertising and Promotional Materials

4.1 All advertising and promotional materials used by the DRR regarding securities-related services of PCS must be approved by PCS prior to their first use.

4.2 The DRR agrees that the use of advertising and promotional materials relating to PCS, the business of a registered representative of PCS, the DRR, and any entity controlled by the DRR are distinct and separate entities, and that securities services are provided by PCS and not by the entity controlled by the DRR. Such materials must clearly inform the public that these entities are separate from PCS.

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

4.4 The DRR agrees to only advertise and promote the investment products through promotional literature, newspaper, and other media advertisements, seminars, and other approaches which have been approved by PCS in writing prior to first use. Any such advertisements and promotions shall contain conspicuous and easy to comprehend disclosures concerning associated with investment products. The cost of such marketing activities shall be paid by the DRR, or as otherwise agreed to in writing by the Parties prior to use. The DRR 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 DRR will not in any way encourage or promote unregistered employees of the DRR to recommend securities, provide investment advice, or handle any questions that might require familiarity with 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 DRR may, with the prior written 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 DRR may not pay an employee referral fees. All referral fees must be paid by PCS. Any fees paid by PCS shall be considered nominal; the term "nominal" shall mean an amount not to exceed one hour of the referring employee's wage. Referral fees must be paid regardless of whether 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 the DRR.

VI. Compensation to the Registered Representative

6.1 PCS will compensate the DRR directly. Compensation will be paid less any credits and/or refunds made to customers generated by the brokerage services rendered by the DRR.

6.2 The DRR shall not direct any compensation received by the DRR to anyone else or any entity controlled by the DRR to which PCS is not a party. The DRR may not pay directly or indirectly any securities-related compensation received by the DRR to any other registered representatives or employee of the DRR.

6.3 The DRR has 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 which customers the DRR will 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 will not be obligated to pay any compensation to the DRR. If such payment has already been made to the DRR, then the DRR shall promptly repay all money or other consideration received directly or indirectly from PCS on the basis of such sale. PCS is entitled to withhold any current or future compensation payable to the DRR to satisfy any balance under this paragraph. PCS has a right of first lien on all such compensation (or claims therefore) as security for payment of all such debts or claims. PCS, may, without requiring advance notice, deduct any monies so due from such compensation. This right of offset and all rights to indemnification under this will survive the termination of this Agreement. This paragraph does 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 DRR waives all rights to receive compensation until PCS is in receipt of the compensation. The DRR acknowledges PCS's liability for compensation payable is limited solely to the proceeds of compensation earned and received.

6.6 Payments to the DRR under this Agreement's compensation arrangement may result in the DRR's indebtedness to PCS. Such indebtedness will accrue at interest of one and one half (1 1/2) percent per month until the DRR pays PCS. The termination of this Agreement will not relieve the indebtedness of the DRR. The DRR shall reimburse PCS for all costs, including but not limited to PCS's legal, accounting, and collection fees in the collection of any debts of the DRR.

6.7 The DRR will be compensated according to the most recent PCS Registered Representative Compensation Guide. PCS has the sole right to amend any of this Agreement's attachments, exhibits, or schedules including the structure, rate, and/or plan compensation. Amendments to commissions and product schedules will become effective immediately upon execution by PCS and upon the sending of the amendment notice to the DRR's e-mail or address on file.

VII. Assignment

7.1 This Agreement shall not be assignable by the DRR without the prior written consent of PCS.

VIII. Termination

8.1 This Agreement is terminable without cause at any time by PCS or the DRR by written notice to the other party with the effective termination date contained in said notice.

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

- a. If the DRR 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 DRR breaches a material term of this Agreement and fails to cure such breach within ten (10) days of written notice of the breach from PCS.
- c. If the DRR fails to adhere to any provision of the PCS Registered Representative Compliance Manual, directives, procedures, instructions, memorandums, and like instructions communicated by PCS to the DRR.

8.2 Should a customer of PCS terminate his/her account with the DRR, 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 DRR.

IX. Miscellaneous

9.1 This Agreement and all questions related to its validity, interpretation, performance, or enforcement will be governed by the laws of the Commonwealth of Kentucky, without regard to conflict of laws rules of any other jurisdiction. Any controversy, dispute, or claim over the performance or interpretation of this Agreement that cannot be resolved by mutual consent of the Parties may be submitted subject to approval by PCS to arbitration under the rules and procedures of the American Arbitration Association, or otherwise all actions shall be brought in a court of competent jurisdiction located in Kentucky.

9.2 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.

9.3 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, pursuant to the following information, or the most recent contact information on file for the Parties:

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

Name of DRR: _____

Address of DRR: _____

City: _____ State: _____ Zip: _____

Phone: _____

9.4 This Agreement contains the entire understanding between the Parties, and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, expressed or implied, written or oral, between the Parties. PCS may unilaterally change, amend, or modify this Agreement at any time. 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 the same instrument. It shall not be necessary to make proof of but one such counterpart in any court of law having jurisdiction regarding this Agreement or any dispute arising pursuant hereto. Any changes, amendments, or modifications to this Agreement by PCS will become effective immediately when changed, modified, or amended by PCS and shall be immediate unless

otherwise provided for by PCS in such notice to the RSA. Such modifications shall not be deemed a cancellation of this Agreement.

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

9.6 To the extent that any provision of this Agreement be deemed invalid, unenforceable, or in contravention of any contractual provision between the Parties, then this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

9.7 The DRR shall keep this Agreement confidential, and its provisions 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.

9.8 Any delay or failure by either PCS or the DRR 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.

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

9.10 By signing this Agreement, the DRR acknowledges and represents that the DRR:

- 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 DRR'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.

X. Effective Date and Agreement

This Agreement dated _____, 20__, will become effective when executed by both the Parties, and it will remain in force, unless terminated by either the DRR or PCS, and may be subject to periodic review and amendment. The Parties will maintain a copy of this Agreement in their respective principal offices.

Dually Registered Representative

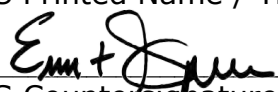
Private Client Services

DRR Printed Name

Ernest Sampson - CEO

PCS Printed Name / Title

DRR Signature



PCS Countersignature

Date

Date



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=DB59FCECAAAC42-1D98C76C>

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



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.

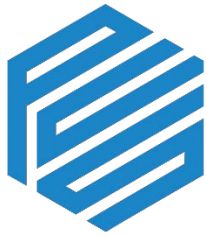
Taxpayer Identification – Internal Revenue Code section 6109 requires us to obtain your correct federal taxpayer identification number – TIN. This information is required so that payments can be accurately reported to you on form 1099-MISC. Failure to provide us with correct information may subject your 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 _____



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Let our independence ignite yours.™

**Errors and Omissions
Liability Insurance
Enrollment Form**

Registered Representative Policy and Premium Breakdown

(Effective December 9, 2023 – December 8, 2024)

Limits of \$3,000,000 per Representative
\$5,000 Deductible
Premium Cost: \$1,750 Annually

Month	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24
Pro-rated Cost	\$1750.00	\$1604.13	\$1458.30	\$1312.47	\$1166.64	\$1020.81	\$874.98	\$729.15	\$583.32	\$437.49	\$291.66	\$145.83

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.

Jacomo – 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** \$75.00
- 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** \$120.40
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 cancellation 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.



SOCIAL NETWORKING & WEBSITE DISCLOSURE

Social Networking Site(s):

New Disclosure

Update

I maintain a profile **Soliciting Business or Advertising Financial Services** available through my affiliation with Private Client Services on the following social networking sites:

I don't maintain a profile **Soliciting Business or Advertising Financial Services** through my affiliation with Private Client Services.

Check all that apply: LinkedIn Twitter

Facebook URL: _____

Facebook account administrator IF other than the person for whom this form is being completed - Name and Email address are required: _____

Instagram URL: _____

Instagram account administrator IF other than the person for whom this form is being completed - Name and Email address are required: _____

YouTube URL: _____

Youtube account administrator IF other than the person for whom this form is being completed - Name and Email address are required: _____

➤ **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 supervision 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 websites.

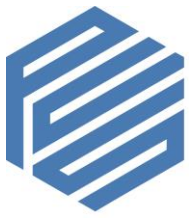
I am affiliated with the following business-related websites:

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

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

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.



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SOCIAL NETWORKING & WEBSITE DISCLOSURE

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 Form 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 Docupace or e-mail.

PCS Representative Information:		
Name: _____	PCS Rep #: _____	
Disclosure Type: <input type="checkbox"/> New RIA <input type="checkbox"/> Update <input style="color: red;" 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:		
<input type="checkbox"/> Financial Planning <input type="checkbox"/> Investment Management <input type="checkbox"/> SMA (Separately Managed Accounts) <input type="checkbox"/> TPAM (Third Party Asset Management) <input type="checkbox"/> Model Portfolios <input type="checkbox"/> Portfolio Management Discretion <input type="checkbox"/> Other: _____		
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:
➤ Is there check-writing, trading authority, custody, or control authority with your role/duties?		<input type="checkbox"/> Yes <input type="checkbox"/> No
➤ Are you the registered representative on any brokerage side investment accounts for the RIA?		<input type="checkbox"/> Yes <input type="checkbox"/> No
➤ Does the firm use a DBA (Marketing name) for your RIA?		<input type="checkbox"/> Yes <input type="checkbox"/> No
➤ 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?		<input type="checkbox"/> Yes <input type="checkbox"/> No
➤ Website URL: _____		
➤ Are you an owner of this RIA? If so, please provide ownership level: _____%		<input type="checkbox"/> Yes <input type="checkbox"/> No
➤ Do you intend to solicit other ownership or raise capital for this entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No
➤ Are you subject to any formal or informal agreement or arrangement requiring you to turn over or share securities commissions to this business?		<input type="checkbox"/> Yes <input type="checkbox"/> No
➤ Will the activity of your RIA interfere or compromise your responsibilities to PCS or broker dealer side customers?		<input type="checkbox"/> Yes <input type="checkbox"/> No
➤ Could the RIA activity listed above be viewed by customers or the public as part of PCS business?		<input type="checkbox"/> Yes <input type="checkbox"/> No
➤ Have you received any customer complaints related to your RIA business?		<input type="checkbox"/> Yes <input type="checkbox"/> No



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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:



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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



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. 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 communications¹. 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 this 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 the 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 compliance. If the disclosure does not appear in the footer, then it must appear on the blog page of the site. The 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:

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

1. If you maintain a social media profile that solicits business or advertises financial services, you must disclose your LinkedIn profile, Twitter account, Facebook Business Page, YouTube channel, and/or Instagram page URL on the accompanying Social Networking and Website Disclosure Form.
2. Your LinkedIn profile and Twitter account must be archived through a PCS approved vendor in order to satisfy record keeping and FINRA supervisory requirements.
3. Your Instagram, YouTube, and Facebook Business Page must be archived through a PCS approved vendor 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 or “wall” information or banner advertisements) you will be posting on social media 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 social media, 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, YouTube, Instagram, and Facebook you must identify your affiliation with Private Client Services³, disclose your branch office address and list the states in which you are authorized to do securities or insurance business. 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 are in violation of firm policy against testimonials⁴. 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 comments⁵. 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 securities-registered person, and such permission likely will not be given under any circumstances.
7. Facebook’s “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 by SEC rules for advisory reps.

3. If used for investment business, your LinkedIn, YouTube, Instagram, 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. PCS firm policy 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.

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

8. No endorsements may be made on any social media profile that includes any information related to the securities industry and/or the user is listed as a registered representative (or any other approved title).
9. 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 are prohibited within a tweet. Twitter accounts should be created specifically for business purposes and should be separate from any non-business Twitter accounts. Since all tweets will be archived and reviewed, just as all business-related e-mail, personal tweets are considered an inefficient use of firm resources and should be avoided.
10. 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.
11. 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”.
12. 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@pcsb.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, social media profile or Facebook Business Page. Additionally, you are not allowed to post copyrighted materials on your website, your blog or on social media sites 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 following 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 accompanying Social Networking and Website 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 these websites will meet regulatory advertising and disclosure requirements.

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.