

## ADVISER REPRESENTATIVE AGREEMENT

This Investment Advisory Representative's Agreement ("Agreement") is entered into this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

Coordinated Capital Securities, Inc. ("CCS"), and \_\_\_\_\_ (hereafter "IAR").



### RECITALS

**WHEREAS**, CCS is an investment adviser which provides advice through its investment advisory division, Coordinated Capital Advisory ("CCA") and is qualified to conduct business as an investment adviser in various states; and  
**WHEREAS**, CCA provides investment management and consulting services to clients ("Services");

**NOW, THEREFORE**, IAR wishes to be appointed as an advisory representative for CCA to provide Services and CCA wishes to have the IAR provide its Services pursuant to the terms of this Agreement.

### I. STATUS, DUTIES AND ACTIVITIES OF ADVISORY REPRESENTATIVE

- 1.1 **Authority and General Duties.** Based in part upon information supplied by IAR regarding IAR's character, background and experience, CCA hereby appoints IAR to serve as an advisory representative for CCA on the terms and conditions set forth in this Agreement. IAR agrees to use his or her best efforts to actively solicit clients for Services, and to provide Services to the extent authorized by CCA.
- 1.2 **Education and Business Background.** IAR will complete **Schedule A** of this agreement and provide their educational and business background. Once approved by CCS, this information will be attached to the Disclosure Brochure given to clients.
- 1.2 **Limitations on Activities.** IAR hereby agrees to provide Services:
  - 1.2.1 Only when IAR is properly registered or exempt from registration in the states where CCA clients being serviced by IAR reside;
  - 1.2.2 Only in strict compliance with (a) the statutes administered by the U.S. Securities and Exchange Commission ("SEC") and all applicable SEC rules, (b) all other applicable statutes and regulations of the states in which IAR's clients reside, and all other applicable governmental or regulatory authorities, and (c) all other rules and procedures as may be prescribed from time to time by CCA, including all within CCA's Procedures Manual; and
  - 1.2.3 Only after providing each new CCA client with a copy of CCA's Disclosure Brochure and obtaining a contract for Services signed by both the client and an officer of CCA.
- 1.3 **Independent Contractor.** IAR and CCA are independent parties contracting solely for the purpose of carrying out the terms and provisions of this Agreement. Nothing contained herein shall create the relationship of employer and employee between CCA and IAR, and IAR agrees to conduct IAR's business as an independent contractor. IAR acknowledges that he or she will not be treated or regarded as CCA's employee for federal or state tax purposes. IAR reserves the right to exercise independent judgment as to and shall have complete control of the time, placement and manner of performing Services hereunder, subject to the limitations of this

Agreement and applicable law. IAR will furnish and maintain his own office, secretarial services, equipment and supplies and will bear the entire cost of any business or travel expenses. IAR acknowledges that state and federal regulatory agencies require CCA to provide certain training and supervision over advisory practices, and IAR agrees to provide information and to attend training sessions and due diligence meetings which may be required by CCA to meet its responsibility under state and federal laws. In the event IAR is simultaneously acting as an officer and an employee of CCA, his or her duties and responsibilities relative to such activities shall be deemed separate from any responsibilities or services to be performed under this Agreement and shall in no way affect the status of IAR when acting under this Agreement.

- 1.4 **Reporting Requirements.** IAR's are responsible for keeping his or her Form U-4 complete and current and for reporting to the Firm certain events and occurrences. In addition, each IAR has an obligation under federal law to file a list of his or her personal securities transactions with CCS. Accordingly, each IAR must make the following/ reports to CCS:
- A. Personal Securities Transactions. IAR shall file Quarterly Personal Transaction Report to CCS.
  - B. Event Disclosure. A written report within 10 days of any event that occurs so as to make any answers to the questions contained in the IAR's Form U-4 inaccurate, incomplete, or misleading.
  - C. Lawsuits and Administrative Proceedings Copies of any complaint involving any aspect of the investment advisory business naming the IAR as a defendant in any civil or criminal proceeding or in any administrative or disciplinary proceeding, by any public or private regulatory agency, within 10 days of the date the complaint is served on the IAR; a copy of any answer filed thereto by the IAR prior to such answer being filed; and a copy of any decision, order or sanction made with respect to such proceeding within 10 days of the date the decision.
- D. decision, order or sanction is rendered.
- 1.5 **Right to Reject.** New clients referred by IAR will not bind CCA. CCA may, in its sole discretion at any time, reject any new client presented to it by IAR and may refuse to accept any CCA advisory contract signed by a prospective client.
- 1.6 **Investigations.** CCA may at anytime investigate IAR's financial and credit record through any consumer reporting agency of CCA's choice, and make an investigation of IAR's personal history including character, general reputation and record of law enforcement activity, if any.

## II. COMPENSATION

- 2.1 **Compensation.** As full compensation for Services performed by IAR hereunder, CCA will pay IAR according to the then current Compensation Agreement maintained by Coordinated Capital Securities, Inc. (CCS) for registered representatives and for advisory representatives of CCA, a division of CCS. This agreement, at CCA's sole discretion, may be modified from time to time.
- 2.2 **Compensation at Termination.** When this Agreement terminates, CCA will, except as provided by this section, pay IAR the compensation that IAR earned as of the termination date provided. If CCA has reasonable cause to believe that it is likely to incur any liability, loss or expense ("damages") for which section 3.1 provides indemnification, CCA may withhold payment of any unpaid compensation until the determination of the amount, if any, of such damages, and CCA may offset any compensation so withheld against any such damages. IAR acknowledges that CCA shall be entitled to withhold all remuneration due IAR until IAR returns all property and records specified in CCS' Compliance Manual.
- 2.4 **Offsetting Compensation.** CCA shall have a first lien on all fees and other compensation credited or payable to IAR for any debt due CCA from IAR, including those incurred pursuant to section 3.1 of this Agreement. CCA may at any time deduct from compensation due IAR any amount that IAR owes CCA. Failure by CCA to offset will not be a waiver of CCA's right to offset.

- 2.5 **Total Compensation.** The compensation paid by CCA to IAR pursuant to this Agreement will constitute payment in full for all Services the IAR performs.

### III. INDEMNIFICATION

- 3.1 **Indemnification.** IAR will indemnify and hold CCA harmless against any liability, loss or expense, including legal fees, incurred by CCA arising out of or in connection or resulting from (a) IAR's violation, or alleged violation, whether inadvertent, negligent or intentional, of: (1) any federal or state statute, regulation or common law, (2) any provision of this Agreement, or (3) any rule or procedure prescribed by CCA; (b) any services IAR performed for any individual or entity other than CCA; or (c) activities of IAR's secretarial or administrative assistants.

### IV. TERMINATION

- 4.1 **Termination by Parties.** Either IAR or CCA may terminate this Agreement with or without cause by delivering written notice to the other party at least 10 days before the date of termination. CCA may terminate this Agreement immediately if IAR has not complied with the terms of this Agreement or any other rule or procedure prescribed by CCA.
- 4.2 **Automatic Termination.** This Agreement will automatically terminate upon the death or permanent and total disability of the IAR or upon the revocation or nonrenewal of any of the IAR's license(s) or registrations.
- 4.3 **Return of Property.** IAR agrees that when this Agreement terminates for any reason, IAR will promptly return to CCA all books, records, client files, correspondence, sales literature, manuals, order forms, pamphlets, or other materials of any nature whatsoever supplied to the IAR by CCA or prepared or received while conducting Services for CCA. IAR acknowledges and agrees that these items constitute property of CCA alone, and may not be duplicated without written authorization of CCA.

### V. GENERAL PROVISIONS

- 5.1 **Manual Verification.** IAR's signature below will serve as confirmation of receipt and review of the CCS Compliance Manual which includes investment advisory procedures.
- 5.2 **Entire Agreement.** This Agreement supersedes all prior agreements between IAR and CCA, and it represents the entire agreement between the parties in respect to the subject of this Agreement. It may not be amended except by a writing signed by CCA and IAR. IAR agrees not to assign this Agreement or any right or interest in it, including the right to receive any amounts payable to him or her, except with CCA's prior written consent.
- 5.3 **Wisconsin Contract.** This Agreement will be deemed to be a Wisconsin contract governed by and construed according to the laws of Wisconsin.
- 5.4 **When Notices Deemed Received.** Any notice required hereunder will be deemed to have been received if it will have been mailed to the last known address of the party affected as shown on CCA's records.
- 5.5 **Effective Date.** This Agreement is effective when both parties have signed it.

#### IA REGISTERED REPRESENTATIVE:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

#### COORDINATED CAPITAL SECURITIES, INC:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Schedule 2B**  
**Educational Background**  
**of Investment Adviser Representative**

Prior to offering investment advisory services to clients, IAR's must submit a sample Schedule 2B to CCS which includes information regarding their educational background. After approval you will use the Schedule 2B provided to you as an attachment to the Disclosure Brochure provided to customers. Your Schedule 2B should be limited to disclosures regarding your educational background and should follow this general format:

SAMPLE Template:

<b>CCS Advisor:</b>			
Advisor Name:			
<b>Educational Background</b>			
<b><u>Institution Name</u></b>	<b><u>Degree</u></b>	<b><u>Dates</u></b>	<b><u>Graduated</u></b>

ATTACH A COPY OF YOUR SAMPLE SCHEDULE 2B TO THIS AGREEMENT FOR APPROVAL.

CCS will provide you with written notice of the approval of this information. Once approved, this information will be attached to the Disclosure Brochure you will give to clients.