

# INDEPENDENT CONTRACTOR AGREEMENT VER 2017



This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

between Coordinated Capital Securities, Inc. ("Company") and \_\_\_\_\_ ("RR").

## Section 1: Appointment

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The Company hereby appoints the above-referenced RR to act as an independent contractor to offer and sell securities, variable insurance products and investment advisory products and services for which they are appropriately licensed (hereafter "Products and Services") for the Company. The Company further authorizes the RR to collect all sums due from customers on all such transactions. The RR agrees to remit promptly to the Company all collections from customers without commingling any customer payment with the RR's own funds.

- 1.1 The RR agrees to only offer Products and Services available on the Company's product list or through the clearing firm. Should the RR fail to report any Products and Services sold or fail to remit all sums collected in connection therewith, this Agreement shall terminate, with the reason for termination filed with the appropriate authorities, and all commissions or fees due the RR shall be forfeited.
- 1.2 Applications or orders obtained by the RR will not bind the Company. The Company may, in its sole discretion at any time, reject any and all applications or orders transmitted to it by the RR and may refuse to accept payment made by any customer on such rejected application or order.

## Section 2: Independent Contractor

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- 2.1 Nothing contained herein shall in any way be construed to create the relationship of employer and employee, or co-partners or co-joint ventures, between the Company and the RR. The RR shall at all times be an independent contractor. The RR shall be free to exercise the RR's own judgment as to the prospects the RR will solicit and the time and place of such solicitation. The RR shall not have the right to alter or amend any certificate of stock, or incur any liability on behalf of the Company.
- 2.2 The RR agrees to conduct the RR's business as an independent contractor and to pay all related expenses. These expenses include, but are not limited to:
  - a) all licensing, renewal and administrative fees charged by FINRA, federal and state agencies, or the Company;
  - b) costs for client mailings required by FINRA, the SEC, other federal or state agencies or the Company, including the annual Privacy Notice and the notice of account objectives required by the SEC;
  - c) fees assessed for off-site audits conducted by the Company, FINRA or other federal or state agencies; and
  - d) all costs incurred by the RR in employing personnel to assist the RR, providing for office space and equipment, providing for all costs of telephone and other communication costs, and other incidental costs incurred in the conduct of the RR's sales activities.
- 2.3 The RR acknowledges that state and federal regulatory agencies require the Company to provide certain training and supervision over sales practices and the RR agrees to provide information and to attend training sessions and meetings which may be required by the Company to meet its responsibility under state and federal laws.

## Section 3. Limitation on Activities

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- 3.1 The RR agrees not to solicit prospects until all securities, advisory and insurance licenses required by law have been obtained by the RR. All rights of the RR under this Agreement shall automatically terminate upon cancellation or non-renewal of any required license or membership, except the RR's right to accrued commissions as hereinafter set forth.
- 3.2 The RR further agrees not to act nor be involved in any activities which may cause the Company to be in violation of the rules and regulations of the Financial Industry Regulatory Authority (FINRA), the Securities Exchange Commission or applicable state laws or regulations.
- 3.3 The RR also agrees to comply with all Company procedures as may be prescribed from time to time by the Company.

## Section 4. Compliance

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- 4.1 The RR shall make full disclosure to all prospects and customers solicited by the RR of all facts material to the insurance or securities or advice being offered, and shall not make any untrue statements, interpretations or misrepresentations.
- 4.2 The RR understands it is the RR's responsibility to annually, or more often if necessary, review the Registered Representative Manual and Compliance Bulletins so that the RR remains familiar with them and that the RR's business practices are consistent with and conform to the Manual. RR agrees to notify the Company immediately of any violations of the Company's procedures.
- 4.3 The RR will not be employed by any other broker-dealer, or accept compensation from any other party as a result of any business activity, other than a passive investment, outside the scope of the RR's relationship with the Company unless the RR has provided prior written notification to the Company. If there is any change to the RR's outside business activities, the RR will promptly notify Company in writing.
- 4.4 The RR agrees to abide by the Company's procedures for reporting all private securities transactions, as outlined in the Registered Representative Compliance Manual and Compliance Bulletins.
- 4.5 The RR agrees to make available to the Company, in a separate file, all business correspondence received or deposited in the mail, sent or received by e-mail or given to prospective customers, at the times requested by the Company. The RR shall be free to use sales materials so long as materials are lawful, truthful, not misleading. The RR understands and agrees that pursuant to FINRA and SEC regulations, and the Company's Registered Representative Compliance Manual and Compliance Bulletins, all advertising and sales literature proposed to be used by the RR must be pre-approved by the Company and appropriate regulatory authorities prior to use, including letterhead and business cards.

## Section 5. Confidentiality

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- 5.1 RR will treat all nonpublic information he/she receives pursuant to this agreement, including nonpublic personal information concerning clients, as confidential and will not use or disclose such information to any person or otherwise use it in any way except to perform his/her responsibilities under this Agreement or as prescribed by law. RR may disclose and use a client's nonpublic information to provide CCS products and services requested by the client. RR may only disclose the client's nonpublic personal information to others only in a manner that is consistent with CCS' most current privacy policy (as distributed by CCS).
- 5.2 RR will at all times ensure that all confidential information, including but not limited to, nonpublic, personal information, is maintained in a safe and secure manner pursuant to the requirements of applicable laws, rules, regulations and CCS' policies and procedures.
- 5.3 RR shall only dispose of confidential information in a safe and secure manner as required by applicable laws, rules and regulations as amended from time to time. All terms and conditions set forth in the Section shall survive termination of this Agreement for any reason.
- 5.4 Upon termination of this Agreement, RR agrees not to provide, either alone or with the assistance of others, any third party with nonpublic information relating to any CCS customer unless CCS and the customer has been notified in advance regarding the release of information and the customer has not provided CCS with a notice that the customer has "opted out" of the release of such information.

## Section 6. Authorization to Access Records

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- 6.1 In accordance with procedures suggested by the U.S. Securities and Exchange Commission, RR hereby authorizes all officers and directors of CCS, as well as persons designated by them, to access RR's personal computer(s) or electronic device(s) as they deem necessary to complete their review of all correspondence and other records required under the Securities Exchange Act of 1934. RR also agrees to provide information to CCS, its officers and directors and designees, regarding all other storage equipment RR may use to retain business and personal records.

## Section 7. Compensation

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7.1 Compensation due the RR shall be established by separate agreement. The RR agrees that all commissions and other fees due the RR are subject to the offsets described in Section 2 of this Agreement.

## Section 8. Termination

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8.1 Upon termination of this Agreement for any cause whatsoever, or in the event the RR ceases to be a duly licensed and registered representative of the Company, all rights of the RR to commissions hereunder, except then accrued commissions due hereunder (subject to any charge backs and expenses and liabilities described in Section 2 hereunder), shall immediately terminate. "Accrued commissions" are those commissions received by the Company as a result of sales submitted to the Company as a result of the RR's sales activities while appointed with the Company.

8.2 This Agreement may be terminated without cause by either party hereto at any time upon giving the other party written notice of such termination.

## Section 9. Indemnification

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9.1 In the event the Company initiates legal action to enforce any of the obligations of the RR hereunder, or conducts an investigation to respond to a customer complaint or regulator inquiry, the RR agrees to pay the Company for attorney's fees and other expenses incurred by the Company in taking such action, in making such an investigation and preparing responses. The RR agrees that Company may withhold commissions and fees due RR and apply them to cover such Company expenses.

9.2 The RR also agrees to indemnify and hold Company harmless against any liability, loss or expense, including legal fees, incurred by the Company arising out of or in connection with (a) RR's violation, or alleged violation, whether inadvertent, negligent or intentional, of : (1) any federal or state statute, regulation or common law, or any FINRA rule; (2) any provision of this Agreement, or (3) any rule or procedure prescribed by the Company; (b) any services the RR performed for any individual or entity other than the Company; or (c) activities of the RR's secretarial or administrative assistants. The RR agrees that Company may withhold commissions and fees due the RR and apply them to cover such liability, loss or expense.

## Section 10. Notices

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10.1 Any notices required or desired to be sent to the company shall be mailed to: Coordinated Capital Securities, Inc., 704 River Place, Madison, WI 53716.

10.2 Any notices required or desired to be sent hereunder to the RR shall be mailed to the RR at the RR's latest business address provided to CCS.

## Section 11. Entire Agreement

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11.1 This Agreement supersedes all prior agreements between the RR and the Company, 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 the Company and the RR. The RR agrees not to assign this Agreement or any right or interest in it, including the right to receive any amounts payable to the RR, except with the Company's prior written consent.

## SIGNATURES:

By signing below, both parties agree to the terms of this Agreement, effective as of the date set forth above.

INDEPENDENT CONTRACTOR

X \_\_\_\_\_ Representative Signature      Date \_\_\_\_\_

COORDINATED CAPITAL SECURITIES, INC.

X \_\_\_\_\_  
SIGNATURE                                      PRINT NAME                                      TITLE                                      DATE

COORDINATED CAPITAL SECURITIES, INC. 704 RIVER PLACE, MADISON, WI 53716 (608)221-4545