

This Consulting Agreement (Agreement) is effective as of _____ or the client signature date, whichever is later (effective date), made by and between Cetera Advisors LLC (Cetera Advisors), a broker-dealer and registered investment adviser, and _____ (Client(s)) whereby Client desires to receive from Cetera Advisors, and Cetera Advisors desires to provide, the consulting services outlined below. The investment adviser representative (IAR) undersigned below is a supervised person of Cetera Advisors and acts on behalf of Cetera Advisors in providing consulting services to Client. Cetera Advisors may change the IAR assigned to this Agreement.

1. Client Information

Owner

First/Middle/Last Name _____

SSN _____

Birth Date _____

Phone Number _____

Citizenship: ☐ U.S. Citizen ☐ Resident Alien ☐ Non-Resident Alien**

*If owner is a resident or non-resident alien, specify country: _____. Obtain W-8 Supplemental Customer Identification form if non-resident. Please note: Additional documentation may be required.

Home Street Address – No P.O. Box _____

City _____

State _____

Zip _____

Country _____

Mailing Address – P.O. Box Allowed (*Only if different than Home Street Address*) _____

City _____

State _____

Zip _____

Country _____

E-mail Address (By providing your address, you authorize Cetera Advisors to contact you by e-mail) _____

Valid Government Issued Photo ID# _____

Issuing Entity _____

Issue Date _____

Expiration Date _____

Other Verification Done: _____

Employment Status _____

Employer Name _____

Occupation _____

Employer City _____

Employer State _____

Phone Number _____

Co-Owner

First/Middle/Last Name _____

SSN _____

Birth Date _____

Phone Number _____

Citizenship: ☐ U.S. Citizen ☐ Resident Alien ☐ Non-Resident Alien**

*If owner is a resident or non-resident alien, specify country: _____. Obtain W-8 Supplemental Customer Identification form if non-resident. Please note: Additional documentation may be required.

Home Street Address – No P.O. Box _____

City _____

State _____

Zip _____

Country _____

Mailing Address – P.O. Box Allowed (*Only if different than Home Street Address*) _____

City _____

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E-mail Address (By providing your address, you authorize Cetera Advisors to contact you by e-mail)

Valid Government Issued Photo ID#

Issuing Entity

Issue Date

Expiration Date

Other Verification Done:

Employment Status

Employer Name

Occupation

Employer City

Employer State

Phone Number

- ☐ Yes ☐ No Is any owner (or a member of your immediate family) a director, 10% shareholder or policy-making officer of a publicly traded company? If yes, specify company name: Trading Symbol:
- ☐ Yes ☐ No Is any owner (or a member of your immediate family) a politically exposed person in a non-U.S. country? If yes, specify name of country:
- ☐ Yes ☐ No Is any owner (or a member of your immediate family) a registered representative of a broker-dealer? If yes, specify firm name:
- ☐ Yes ☐ No Is any owner (or a member of your immediate family) employed by, or otherwise affiliated with, FINRA or any broker-dealer? If yes, specify firm name:

Account Objective
(Select one)

- ☐ Capital Preservation
☐ Income
☐ Total Return
☐ Growth
☐ Aggressive Growth

Risk Tolerance
(Select one)

- ☐ Conservative
☐ Moderately Conservative
☐ Moderate
☐ Moderately Aggressive
☐ Significant Risk

Account Time Horizon
(Select one)

- ☐ 4 years or less
☐ 5 – 8 years
☐ More than 8 years

Annual Income

- ☐ \$0 – 29,999
☐ 30,000 – 49,999
☐ 50,000 – 74,999
☐ 75,000 – 99,999
☐ 100,000 – 149,999
☐ 150,000 – 249,999
☐ 250,000 – 399,999
☐ 400,000 – Over

Adjusted Net Worth

- ☐ \$0 – 74,999
☐ 75,000 – 99,999
☐ 100,000 – 149,999
☐ 150,000 – 249,999
☐ 250,000 – 499,999
☐ 500,000 – 999,999
☐ 1,000,000 – 2,999,999
☐ 3,000,000 – Over

Liquid Net Worth

- ☐ \$0 – 74,999
☐ 75,000 – 99,999
☐ 100,000 – 149,999
☐ 150,000 – 249,999
☐ 250,000 – 499,999
☐ 500,000 – 999,999
☐ 1,000,000 – 2,999,999
☐ 3,000,000 – Over

Account Liquidity Needs
(over next 3 years)

- ☐ None
☐ \$1 – 4,999
☐ 5,000 – 9,999
☐ 10,000 – 24,999
☐ 25,000 – 49,999
☐ 50,000 – 74,999
☐ 75,000 – 99,999
☐ 100,000 – Over

Federal Tax Bracket: ☐ 0 – 15% ☐ 16 – 28% ☐ 29 – 36% ☐ >36%

Do any of the owners have investment experience? ☐ Yes ☐ No

Please specify number of years (even if the number is zero) next to each investment product below:

Stocks: yrs. Bonds: yrs. Mutual Funds/ETFs: yrs. Options: yrs. DPPs: yrs.
REITs: yrs. Annuities: yrs. Other (identify): yrs.

2. **SERVICES.** Client hereby appoints Cetera Advisors to provide the consulting services defined below and Cetera Advisors hereby accepts such appointment. Cetera Advisors, through its IAR(s), agrees to provide the consulting services to Client consistent with Client's financial situation, investment objectives and tax status. IAR will obtain the necessary information and data from the Client to provide the consulting services (Consulting Services), which may include, but are not limited to, providing advice regarding tax planning, investment planning, retirement planning, estate planning, cash flow/budget planning, business planning, education planning, and personal financial planning. Client may not receive a written report from Cetera Advisors and IAR in connection with the Consulting Services.
3. **CLIENT'S RESPONSIBILITIES.** Client represents that all financial and other information furnished to Cetera Advisors and/or IAR relating to Client's assets, liabilities and other information is true and correct and may be relied upon by Cetera Advisors and IAR for the purpose of providing the Consulting Services. Client agrees to inform Cetera Advisors and IAR in writing of any material changes in Client's circumstances, which might affect the Consulting Services provided by Cetera Advisors. Cetera Advisors shall not have any liability for Client's failure to timely inform it of any material change in Client's financial circumstances. Client further acknowledges that the recommendations developed by

Cetera Advisors and IAR are based upon the professional judgment of IAR, and neither Cetera Advisors nor IAR can guarantee the results of any recommendations made. Client further acknowledges that Cetera Advisors and IAR obtain information from a wide variety of publicly available sources and that Cetera Advisors and IAR have no sources, and does not claim to have sources, of inside or private information.

4. **CONSULTING FEES.** As compensation for rendering the Consulting Services, Client agrees to pay Cetera Advisors the following fee (Consulting Fee) quarterly, semi-annually or annually in arrears within 30 days after receiving an invoice for the Consulting Services. The Consulting Fee is negotiable and Client hereby agrees that the Consulting Fee shall be (check one).

- | | |
|---|--|
| <input type="checkbox"/> \$ _____ per calendar quarter | <input type="checkbox"/> \$ _____ per hour |
| <input type="checkbox"/> \$ _____ semi-annually | <input type="checkbox"/> \$ _____ annually |
| <input type="checkbox"/> Client authorizes the Firm to receive payment by ACH debit payment method and has completed the ACH Agreement for Consulting Fee, attached as Appendix A. Please note the ACH debit option is only available for quarterly payments. | |

The first Consulting Fee may be prorated if this Agreement is executed at any time other than on the first day of a calendar quarter.

5. **POTENTIAL CONFLICTS OF INTEREST.** In connection with the Consulting Services, IAR may make generic recommendations to Client as to the general types of investment products or financial transactions, as well as to specific securities, which may be appropriate for Client given his/her financial situation and objectives. Client is under no obligation to act on the recommendations of Cetera Advisors or IAR. If Client follows recommendations made by Cetera Advisors, Client acknowledges that he/she is under no obligation to effect the transactions or purchase services through Cetera Advisors or its affiliates. However, if Client chooses to implement such recommendations through Cetera Advisors, Cetera Advisors may make a variety of services available through its IARs, which may result in the payment of normal and customary commissions or advisory fees to Cetera Advisors and the IAR. To the extent Cetera Advisors or IAR recommend that Client invest in any such products or services that result in compensation being paid to Cetera Advisors or the IAR (such as a commission when acting as a broker-dealer or registered representative for effecting securities and/or insurance transactions) in addition to the Consulting Fee, this presents a conflict of interest.
6. **TERM/TERMINATION.** This Agreement shall remain in effect for three years from the date of contract acceptance by Cetera Advisors. This Agreement may be terminated at any time by either party for any reason upon written notice to the other party in accordance with Section 8 below. Termination by the Client is effective upon receipt of written notice by Cetera Advisors, unless a later date is requested in the Client's notice and agreed to by Cetera Advisors. Termination by Cetera Advisors is effective 30 days from the date of written notice to the Client, unless a later date is stated in the notice. Client may terminate this Agreement without penalty within five business days of Client's execution of this Agreement. If this Agreement is terminated, either by Client or Cetera Advisors, and the Consulting Fee is not calculated on an hourly basis, then the Consulting Fee will be prorated based on the services provided through the date of termination. Termination of the Agreement will not affect the liabilities or obligations of the parties for activity initiated prior to termination.
7. **GENERAL AND MISCELLANEOUS PROVISIONS**
- Client represents and confirms that Client has full power and authority to enter into this Agreement and to give orders and other instructions with respect to the Agreement, and that the terms of this Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise, and that this Agreement has been duly authorized and will be binding according to its terms. Client shall advise Cetera Advisors of any event that might affect this authority or the binding effect of this Agreement.
 - This Agreement shall be governed by the laws of the state of organization of Cetera Advisors, and in compliance with the Investment Advisers Act of 1940 (Act). The unenforceability or invalidity of any section, paragraph, or provision of this Agreement shall not affect the enforceability or validity of the balance of the Agreement.
 - Cetera Advisors may amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective as of thirty (30) days after Cetera Advisors has notified Client in writing of any change or such later date as Cetera Advisors may establish. All other amendments must be in writing and signed by Cetera Advisors.
 - This agreement cannot be assigned by any party without the consent of all parties; provided, however, that Cetera Advisors may transfer its rights and obligations under this Agreement if such transaction does not constitute an "assignment" for the purpose of the Act. In the situation where this Agreement is deemed assigned by action of law due to a change in control of the ownership of Cetera Advisors, then client consent may be obtained by written notice and non-response only as and to the extent allowed by applicable law, rule or regulation.
 - This Agreement does not grant discretionary power, authority, or control to Cetera Advisors or IAR over any of Client's funds, securities, or other investment products.
 - By signing this Agreement, Client acknowledges receipt of a copy of Cetera Advisors' Form ADV Part 2A, the IAR's Form ADV Part 2B, and a copy of Cetera Advisors' Privacy Policy.
 - This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein.
 - None of the information and data that Client provides to Cetera Advisors and IAR will be disclosed by Cetera Advisors and IAR to any other nonrelated firm, person, or entity without prior consent of Client, unless such disclosure is required by law.

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8. **NOTICES:** All written notices to any party under this Agreement shall be sent to such party by hand, first class mail, facsimile transmission, or by certified mail, return receipt requested, at the addresses set forth below, or such other address as such party may designate in writing to the other.

To: Cetera Advisors:

Cetera Advisors LLC
Attention: Advisory Services Dept.
4600 S Syracuse St, Ste. 600
Denver, CO 80237

To: Client(s)

All written notices to Client(s) will be sent to the then current address of record on the Account.

9. **PRACTICE OF LAW AND ACCOUNTING.** Cetera Advisors will not provide accounting or legal advice. If Client requires such services, then it shall be Client's responsibility to obtain such services.
10. **LIMITATION.** Except for negligence or malfeasance or violation of applicable law, Client agrees that Cetera Advisors and its IARs, officers, directors and employees shall not be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in connection with its obligations under this Agreement. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore, nothing herein shall in any way constitute a waiver or limitation of any rights, which client may have under federal or state securities laws.
11. **ARBITRATION.** Client hereby agrees that all controversies, which arise between the parties concerning any transaction or the construction, performance, or breach of this Agreement that cannot be settled, shall be submitted to arbitration in accordance with the rules then in effect of the Financial Industry Regulatory Authority, Inc. (FINRA). Arbitration must be commenced within the applicable statute of limitations. All awards rendered by the arbitrators shall be final and judgment upon the award may be entered in any court of competent jurisdiction. Client hereby acknowledges the following:
- a. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - d. 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.
 - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - f. 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.
 - g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
 - h. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied, (ii) the class is decertified, or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

NOTE: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE ARBITRATION CLAUSE LOCATED AT PARAGRAPH 11 OF THIS AGREEMENT.

If more than one, all principals to the Agreement must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

TO THE CLIENT: PLEASE READ CAREFULLY BEFORE SIGNING:

Client acknowledges that Cetera Advisors is relying upon the following representations of Client, and by signing below, Client represents:

1. Client has carefully read this Agreement and Cetera Advisors' Form ADV Part 2A and the IAR's Form ADV Part 2B, especially as related to conflicts of interest and the specific roles of Cetera Advisors and IAR;
 2. Client will not rely, and is not relying upon, any oral or other representations or understandings that are contrary to this Agreement or the disclosures of Cetera Advisors' Form ADV Part 2A and the IAR's Form ADV Part 2B;
- and
3. Client understands that this Agreement contains a pre-dispute arbitration clause in section 11 above and Client has reviewed it carefully. This pre-dispute arbitration clause applies to all contracts, services and transactions with Client by Cetera Advisors, IAR or their affiliates.

<hr/>		<hr/>	<hr/>
Print Client Name		Client Signature	Date
<hr/>		<hr/>	<hr/>
Print Second Client Name		Second Client Signature	Date
<hr/>		<hr/>	<hr/>
Print IAR Name	RR No.	Acknowledged by Cetera Advisors IAR (Signature)	Date
<hr/>		<hr/>	<hr/>
Print Designated Supervisor Accepting on Behalf of Cetera Advisors		Designated Advisory Supervisor Signature	Date

APPENDIX A
ACH AGREEMENT FOR CONSULTING FEE

Client hereby authorizes Cetera Advisors to initiate debit entries on a quarterly basis for payment of the Consulting Fee that Client agrees to pay in accordance with the terms of the Consulting Agreement. Client acknowledges that he/she owes payment of the Consulting Fee for the advisory services provided by the Firm and its investment adviser representative under the Agreement.

Such debit entries are to be made from my checking account indicated below at the depository financial institution named below approximately 15 days after the end of each calendar quarter.

Payment Method: Quarterly ACH Debit

Quarterly Payment Date: 15 days after end of calendar quarter

Billing Address:

Name _____ Tax Identification Number _____
Address _____ City _____ State _____ Zip _____

ACH Agreement

Please Attach a Voided Check

Authorization for Pre-arranged Debits

This will serve as authorization for Cetera Advisors to establish electronic transfer instructions to settle the purchase of the product listed above by debiting my account indicated below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

This authorization is to expire upon termination of the Consulting Agreement or when the Firm receives notices from me of its termination in such time and in such manner as to afford the Firm reasonable opportunity to act upon the instructions.

Account Title _____ Name of Bank/Institution _____
Nine-digit ABA Number _____ Bank Account # _____

Quarterly Payment Amount

☐ *Annual Flat Fee:* The **quarterly** payment amount is \$ _____.

Client Signature _____ Date _____ Second Client Signature _____ Date _____

Rep Number _____