



LDWM LLC

Lurie Davis Wealth Management LLC

Registered Investment Advisors

- 2) The Adviser shall immediately repay LDWM LLC all compensation received from investments in which investment have been returned or in which the investment has been subject to recapture or in which LDWM LLC is otherwise charged back or in which the Adviser has been overpaid. The Adviser agrees that any reasonable attorneys' fees associated with the collection of such compensation shall be the responsibility of and shall be reimbursed by the Adviser to LDWM LLC.
- 3) The Adviser certifies that he or she has never been convicted of a federal or state felony involving dishonest or breach of trust; or if so, that Adviser has received written authorization for the applicable state security division granting permission to work in the investment industry
- 4) The Adviser will use his/her best efforts to place the sale of investment products through LDWM LLC with investment firms, when LDWM LLC has provided marketing support, advanced sales, new business or support on the sale.
- 5) Each party to this Agreement shall indemnify and hold harmless the other party against any and all claims, actions, damages, losses and liabilities (including without limitation, reasonable attorneys' fees) (collectively "Losses") arising from (a) any wrongful, unlawful, or tortious act or omission or allegedly wrongful, unlawful or tortious act or omission, or (b) any failure to comply with any obligation under this Agreement, in each case on the part of the indemnifying party or any of the indemnifying party's agents or employees. Notwithstanding the foregoing neither party shall be obligated to indemnify the other party for the amounts of any Losses which have actually been reimbursed pursuant to any insurance company maintained by the other party.
- 6) The Adviser shall at all times comply with all applicable insurance regulations and all other applicable state and federal laws and regulations. This includes but is not limited to:
 - a. Gramm-Leach-Bliley Act ("GLB")
 - b. The USA Patriot act of 2001
 - c. Applicable state and federal "Do Not Call" laws and regulations, including, but not limited to, the national "Do Not Call" registry rules under the Telephone Consumer Protection Act of 1991("TCPA")
 - d. The restrictions on sending commercial faxes found in the TCPA
 - e. The various state and federal restrictions on the use of electronic mail and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, ("CAN-SPAM Act)
- 7) Each party will not use or disclose nonpublic personal information, i.e., personally identifiable information, including but not limited to financial or health information, that is not publicly available ("Protected Information"), about individuals who seek to obtain or obtain investment products and/or services through the Adviser ("Consumers") or who have a continuing relationship wherein the individuals have one or more investment products and/or services through Adviser ("Customers"), except as provided herein.

Each party will treat Protected Information as confidential and access to Protected Information will be limited to those officers, employees, advisers or representatives of each party who need to use the information in connection with marketing, selling or servicing of investment products and/or services for a particular Consumer or Customer.



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Each party will not use or disclose, or permit any of its officers, employees, advisers or representatives to use or disclose Protected Information except: (i) as necessary in meet the purpose of this Agreement; (ii) as authorized by the Consumer or Customer, (iii) as in compliance with each party's then current privacy policy; (iv) as required by law; or (v) as otherwise permitted in accordance with applicable federal, state laws and regulations, including, GLB and the regulations promulgated thereunder..

Each party will establish appropriate standards for safeguarding Protected Information within the Adviser's control, i.e., the Adviser will establish his/her own internal security guidelines.

- 8) Adviser to take such steps as shall be necessary to ensure that (i) the information submitted to LDWM LLC by Adviser (including any information contained in any application for any investment) is, to the best of Adviser's knowledge (after reasonable inquiry), accurate and complete and (ii) any and all information concerning a Client that is submitted to LDWM LLC in connection with a transaction.
- 9) Adviser agrees that LDWM LLC will have no other involvement in the product sales other than performing the role as RIA for the Investment Firms. By performing this limited role, LDWM LLC does not make, and specifically disclaims any endorsement or approval of any marketing or sales concept, nor does LDWM LLC make any representations to Adviser or any third-party regarding tax, legal or other economic consequences raised by any marketing or sales concept. The parties agree that LDWM LLC shall not act as nor be considered a promoter of any marketing or sales concept. Adviser shall not construe any statements made or actions taken by LDWM LLC or its employees or advisers as tax, legal or other advice regarding any marketing or sales concept, and shall not represent to any client or other third party that LDWM LLC or its employees or advisers have given any such advice.
- 10) Neither the termination nor expiration of this Agreement for any reason shall release or operate to discharge any party from any liability or obligation that may have accrued prior to such termination or expiration. In addition, the provisions of Sections 2, 5, 7, 10, 11, and 12 of this Agreement shall survive the expiration or termination, for any reason of this Agreement
- 11) PREVENTION OF FRAUD, ADVISER ACKNOWLEDGES AND AGREES THAT IT HAS AN AFFIRMATIVE OBLIGATION TO PREVENT FRAUD BY CLIENTS AND ADVISER, AND ADVISER SHALL NOT TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION, DIRECTLY, OR INDIRECTLY, THAT COULD MISLEAD OR DEFRAUD AN INVESTMENT COMPANY OR FINANCIAL INSTITUTION IN CONNECTION WITH FINANCIAL PLANNING, INVESTING, MARKETING, SERVICING OR SELLING INVESTMENT PRODUCTS. ADVISER SHOULD USE BEST EFFORTS TO PREVENT ANY SUCH FRAUD BY OTHERS. IN CONNECTION WITH THE SUBMISSION OF ANY APPLICATION, ADVISER HEREBY REPRESENTS AND WARRANTS TO LDWM LLC THAT AS OF THE DATE OF SUCH SUBMISSION, TO THE BEST OF ITS KNOWLEDGE AFTER REASONABLE INQUIRY, THE INFORMATION IN ANY APPLICATION, AND ANY OTHER INFORMATION PROVIDED BY A CLIENT, OWNER OR ADVISER TO LDWM LLC IN CONNECTION WITH SUCH APPLICATION, IS ACCURATE, COMPLETE, CORRECT AND NOT MISLEADING AND THAT THE INFORMATION IN THE APPLICATION NOT MISLEADING. IF AT ANY TIME ADVISER BECOMES AWARE OF ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION CONTAINED IN ANY APPLICATION OR WOULD MAKE ANY INFORMATION CONTAINED IN THE APPLICATION MISLEADING, ADVISER WILL



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IMMEDIATELY PROVIDE WRITTEN NOTICE TO LDWM LLC. ANY BREACH BY ADVISER OF THIS SECTION SHALL RESULT IN IMMEDIATE TERMINATION OF ADVISER'S RELATIONSHIP WITH LDWM LLC.

ADVISER UNDERSTANDS THAT IN THE EVENT LDWM LLC HAS ANY REASON TO BELIEVE THAT ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION HAS BEEN PROVIDED TO IT OR TO ANY FINANCIAL INSTITUTION OR THAT ADVISER OR ANY CLIENTS INTRODUCED TO LDWM LLC BY ADVISER HAS TAKEN ANY ACTION FOR THE PURPOSE OF DEFRAUDING ANY FINANCIAL INSTITUTION, LDWM LLC WILL IMMEDIATELY (AND WITHOUT PROVIDING ANY PRIOR NOTICE TO ADVISER) REPORT SUCH CONDUCT TO, AND ASSIST WITH ANY INVESTIGATION BY, THE RELEVANT STATE SECURITY DIVISION, SUCH COMPANY OR FINANCIAL INSTITUTION AND/OR ANY OTHER REGULATOR.

- 12) By the disclosure of basic contact information above, such information including address, phone number, fax number and e-mail address (the "Contact Information"), the Adviser hereby consents to allow LDWM LLC to use such Contact Information for marketing purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the later of the two dates below.

ADVISER

LURIE DAVIS WEALTH MANAGEMENT LLC

Print Name:

Signed: _____

Signed: _____
Lurie Davis, CEO and President

Date: _____

Date: _____