



## **INVESTMENT ADVISER REPRESENTATIVE INDEPENDENT CONTRACTOR AGREEMENT**

**This INVESTMENT ADVISOR REPRESENTATIVE AGREEMENT** (the “Agreement”), dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **PROVENANCE WEALTH ADVISORS, LLC (“PWA”)**, and \_\_\_\_\_, an Investment Advisor Representative (hereinafter "**Representative**").

**WHEREAS**, PWA is a Registered Investment Adviser (“RIA”), formed under the laws of the State of Florida and registered in accordance with the requirements of the Regulatory Authorities (as defined herein); and

**WHEREAS**, Representative is duly qualified and licensed as an Investment Adviser Representative (“IAR”) and desires to provide investment advisory services as an IAR of PWA; and

**WHEREAS**, Representative is free to enter into this Agreement, and this engagement does not violate the terms of any agreement between Representative and any third-party; and

**WHEREAS**, it is the intent of the parties to this Agreement that Representative conduct investment advisory activities as a IAR and independent contractor of PWA and not as an employee of PWA or any of its corporate affiliates.

**NOW, THEREFORE**, in consideration of Representative’s retention at-will with PWA, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Definitions.**

- (a) The term “PWA” shall mean Provenance Wealth Advisors, LLC, its parent company, affiliates, and subsidiaries, and their respective directors, officers, and employees.
- (b) The terms “RIA” and “IAR” shall have the meanings provided by the Investment Advisers Act of 1940, as may be amended from time to time.
- (c) The term “Regulatory Authorities” shall mean the U.S. Securities and Exchange Commission (“SEC”), FINRA, the Municipal Securities Rulemaking Board (“MSRB”), Cboe, state-level

regulatory authorities with jurisdiction of securities transactions or securities- related business, and any other association, organization, or governmental authority having jurisdiction over securities transactions by reason of any statute, rule or regulation or by membership or agreement with such association, organization or governmental authority.

- (d) The term “PWA Property” shall mean lists, information, books, records, documents, or other records, whether written or not, pertaining to PWA, along with lists, information, or other records.
- (e) The term “Securities” shall have the same definition as set forth in Section 3(a)(10) of the Securities Exchange Act of 1934, 15 U.S.C. 78c(a)(10).

2. **Relationship Between the Parties.** Representative enters into this Agreement and will remain throughout the term of this Agreement, as an independent contractor. Representative represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between Representative and any third-party. Neither Representative nor any personnel retained by Representative are or will become an employee, partner, agent, or principal of PWA while this Agreement is in effect. This Agreement does not in any way create any type of partnership, association, or joint venture between the Parties. Neither Representative nor any personnel retained by Representative shall be entitled to the rights or benefits afforded to PWA’s employees, including, but not limited to, unemployment insurance, workers’ compensation, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. PWA has not acquired any assets or liabilities of Representative or of any business entity of which Representative is an owner, partner, officer, shareholder, or director. PWA has not merged with any business entity of which Representative is an owner, partner, officer, shareholder, or director.

3. **Terms of the Engagement**

- (a) **Term.** Representative’s at-will engagement with PWA begins on \_\_\_\_\_. This Agreement shall be for a term of one (1) year commencing as of the date first written above and ending one day prior to the first anniversary thereof, provided, however, that this Agreement shall automatically be renewed for subsequent one year terms upon the expiration of the then current term, unless either party hereto gives written notice to the other party of its intent not to renew this Agreement, and which notice is given not less than ninety (90) days prior to the expiration of the then current term. Notwithstanding foregoing, this Agreement shall automatically terminate upon the effective date of any termination of Representative's retention by or with PWA.
- (b) **Location of Performance.** Office Space will be provided at our \_\_\_\_\_ office located at \_\_\_\_\_. Hotel and Conference Rooms are available for use for all office locations, upon scheduling and availability. Requests for remote work arrangements must be approved by PWA. Representative’s duties, responsibilities, and performance expectations remain in place during a remote work arrangement.
- (c) **Fees and Expenses.** Expenses which Representative incurs in the performance of this Agreement, including, without limitation, taxes, insurance, and costs and fees relating to Representative's licensing and registration, and such other support charges, shall be the sole and exclusive obligation of Representative. Representative shall pay PWA a monthly fee, as set forth in Representative’s official PWA offer letter, to cover technology and basic errors and omissions insurance.
- (d) **Equipment.** PWA is responsible for providing all equipment required by Representative to perform investment advisory services pursuant to this Agreement.
- (e) **Payment and Collection of Taxes.** All applicable Federal and State income taxes on account of

Representative's compensation from PWA are Representative's personal responsibility. Payment of the Federal Insurance Contribution Act (FICA), the Federal Unemployment Contributions Act, the collection of State and Federal Income Tax at source of wages, and each State's Workers' Compensation Act, shall be the sole responsibility of Representative. PWA will not withhold any monies for any federal, state, or local taxing authorities from compensation earned by Representative pursuant to this Agreement.

(f) **Benefits.** PWA will offer Representative group medical, dental, vision, Short Term Disability, Long Term Disability, and life insurance, as detailed in Representative's official PWA offer letter.

(g) **Parking.** Parking, if applicable, is paid through automatic deduction from Representative's compensation.

4. **Compensation.** Representative's compensation will be dependent on combined revenue credits earned pursuant to the grid set forth in Representative's official PWA offer letter. The calculation of combined revenue credits is subject to revision by PWA from time to time; provided, however, that no such revision shall have retroactive effect, unless both PWA and Representative shall agree to such in writing.

5. **Duties of Representative.** At all times when providing advice to a client, Representative must act as a fiduciary, and therefore, act in the best interests of the client. Representative will be responsible for the full range of duties customarily performed in connection with the position of an IAR, including, without limitation, maintaining, developing, and acquiring relationships with current and future clients and third-party referral sources; carrying out additional work ancillary to the maintenance, development, and acquisition of client accounts and referral sources; and performing all work reasonably required by PWA, determined in its sole discretion, that may arise from time to time. More specifically:

(a) Representative will review and abide by all PWA Written Supervisory Procedures.

(b) Representative will provide any clients or prospective clients with PWA's investment advisory client disclosure brochures, including PWA's ADV Part 2A and any supplements.

(c) Representative will be responsible for becoming knowledgeable about PWA's structure and educating Representative's new or existing clients regarding the services available on PWA's platform, including but not limited to, disclosing any risks associated with PWA's investment management services.

(d) To the extent that a client elects to use PWA's investment management services, Representative shall obtain all required financial information, investment objectives, risk tolerance, and preferences from the client and will cause client to complete an investment advisory client agreement, all account opening documents, and ongoing paperwork as may be required by the qualified custodian and PWA with respect to client's assets. Representative understands that PWA relies solely upon the information that Representative gathers regarding the client's investment objectives, risk tolerance, and financial circumstances and relies solely on Representative to properly document it in the client file. Representative shall promptly forward to PWA the account opening paperwork necessary for PWA to provide investment management services.

(e) Representative will only recommend investment strategies and investment allocations that are in the client's best interests.

(f) Representative shall determine the appropriate client advisory fees so long as the fees are less than or equal to those fees outlined in PWA's ADV Part 2A.

- (g) Representative shall promptly report and transmit to PWA all checks, drafts, or funds of any kind which are received from clients and shall not commingle same with Representative's personal funds.
- (h) Representative will promptly contact client regarding any notifications from the qualified custodian, product sponsor, or security issuer as it relates to the client's assets. Representative will also promptly contact client regarding any required notifications provided to Representative from PWA. Representative will promptly notify in writing PWA when Representative is informed of any instructions, restrictions, or changes or modifications to the financial situation, investment objectives, and preferences of clients.
- (i) Representative will be reasonably available to consult with PWA's clients regarding assets managed by PWA. At a minimum, Representative will meet each client on an annual basis, and during such meeting, Representative will inquire as to whether client's financial situation or investment objectives have changed, or if client wants to impose and/or modify any reasonable restrictions upon the management of client's assets. Representative will document the discussion topics and justification for recommendations made during the annual review.
- (j) Representative acknowledges that PWA's investment management strategy is dynamic and subject to change. Representative will review and monitor PWA's investment management services for client's assets to ensure PWA's investment management services continue to be in the client's best interest. If Representative is concerned that such investment management strategy and tactics are no longer appropriate for client's assets, Representative will notify the client and PWA of such concern.
- (k) Representative will immediately notify, in writing, PWA of the death or incapacitation of a client.

6. **Termination of Agreement.**

- (a) **Termination.** This Agreement will remain in effect until terminated. Representative's engagement with PWA shall be considered "at will" and may be terminated at any time by either PWA or Representative for any reason, or for no reason. PWA and Representative agree that they will each endeavor to provide sixty (60) days' prior notice to the other party of any action to terminate Representative's registration with PWA. Given the unique transactional nature of the securities business, there is no need for a liquidated damages provision should either party voluntarily terminate the Agreement before the end of its term, as neither party would be significantly damaged by such termination. Notwithstanding the foregoing, either party shall have the right to immediately terminate this Agreement for cause in the event of a material breach by the opposite party, including but not limited to a failure to comply with any applicable federal or state law; any rule, regulation, or interpretation of the Regulatory Authorities; or any policy of PWA.
- (b) **Payment of Fees Upon Termination.** PWA and Representative agree that if Representative's registration with PWA is terminated, (i) all revenues earned prior to the date of termination shall be shared and all costs and expenses incurred shall be netted and paid as set forth in this Agreement for a period of sixty (60) days from the date of termination; (ii) such termination shall not eliminate or reduce any amounts due to Representative under the terms and conditions of this Agreement; (iii) Representative shall surrender to PWA all supplies and other materials and property owned or furnished by PWA to Representative and (iv) Representative shall be responsible for and shall pay PWA, prior to transfer, all costs involved in transferring client accounts to any location. With respect to payment of advisory fees to Representative following termination of Representative's registration, advisory fees shall be credited to Representative on a pro-rata basis for such time as Representative was registered with PWA during the billing period at issue. Representative shall not

be paid such advisory fees until the end of the present billing period after PWA has received such fees.

7. **Registration.** Representative will use his/her best efforts to maintain the qualifications required by the Regulatory Authorities to become a Registered IAR of PWA.
8. **Outside Business Activities and Interests.** Representative has the right to solicit and engage in the purchase and sale of PWA-approved securities with the general public and engage in other business activities, except to the extent such activities are restricted or prohibited by the rules, regulations, and interpretations of the Regulatory Authorities or by PWA policy. During the term of this Agreement, Representative may engage in other business activities or business interests provided that: 1) in the opinion of PWA, such other business activity or interest does not pose a conflict with the business activities of PWA or with the provision of investment advisory services to PWA's clients (including the clients of Representative), and 2) Representative has provided prior written notice of his/her intent to engage in such outside business or activity and has received written approval from PWA to participate in such activity or interest. In no event shall Representative engage in any outside business activity, whether for compensation or without, without having previously obtained written approval for the outside activity from PWA.
9. **Use of PWA Name; Advertising.** On all advertising, business cards, stationery, Internet sites, social media accounts, telephone listings, or other communications with the public, Representative shall indicate that Representative is affiliated with PWA, as required by the rules, regulations, and interpretations of the Regulatory Authorities and by PWA policy. Nothing contained herein shall be construed as a grant of authority to Representative to bind or commit PWA with respect to contracts, representations, or any other matters.
10. **Non-Solicitation.**
  - (a) Representative hereby covenants and agrees that during the term of this Agreement, and for two (2) years following the termination of this Agreement, irrespective of the reasons for any such termination, Representative shall not, directly, or indirectly, on Representative's own behalf or in the service or on behalf of others, or through another entity:
    - (1) (a) solicit or induce or attempt to solicit or induce any officer, director, employee, or agent of PWA to leave the employ of PWA, or in any way interfere with the relationship between PWA and such individuals; or (b) knowingly hire, employ, or otherwise compensate any person who was an officer, director employee, or agent of PWA at any time during the term of this Agreement.
    - (2) In addition, Representative hereby covenants and agrees that during the term of this Agreement, and for two (2) years following the termination of this Agreement, irrespective of the reasons for any such termination, Representative shall not, directly or indirectly, on Representative 's own behalf or in the service or on behalf of others, or through another entity, solicit or attempt to induce any client of PWA to reduce, eliminate, or modify the level or magnitude of business between such client and PWA. As used herein, the term "PWA client or customer" shall mean any person, business organization, or affiliate thereof, which during the term hereof, to the knowledge of Representative, has retained the services of PWA, or which during the term hereof, to the knowledge of Representative, PWA actively solicited in an attempt to develop such person or business organization as a customer and/or client of PWA. Notwithstanding anything contained herein to the contrary, a "client of PWA" shall not include any such client who initially became a client of PWA as a direct consequence of Representative becoming employed or retained by PWA or was

directly introduced to PWA by Representative through Representative's own referral network or direct marketing efforts (hereinafter, "a client of Representative"). Notwithstanding the foregoing, a client of PWA who was introduced to PWA by Representative as a consequence of the marketing efforts engaged in by PWA or as a consequence of PWA's own referral network shall be deemed a client of PWA. Representative further agrees and acknowledges that with respect to clients for which Representative is compensated on personal business that they brought into the firm, such clients would be deemed not to be clients of PWA, but rather would be deemed "a client of Representative."

- (3) PWA hereby covenants and agrees that for two (2) years following the termination of this Agreement, PWA shall not, directly or indirectly, solicit or attempt to induce any "client of Representative," as defined above, who transfers his, her or its business away from PWA and to Representative, or to an entity of which Representative is then associated with, to reduce, eliminate, or modify the level or magnitude of business between such client of Representative and Representative or such entity with which Representative is then associated. Notwithstanding the foregoing, this subsection shall not be applicable with respect to any attempt by PWA to obtain business from any client of Representative which is otherwise being effectuated by or directed to third parties who are not then associated with Representative.
- (4) Notwithstanding anything contained herein to the contrary, the parties hereto hereby agree that the prohibition against solicitation contained in subsections (2) and (3) above, shall not preclude any solicitation initiated by a client directly to PWA and/or to Representative.

## 11. **Confidential information.**

- (a) **Definition.** As used herein, the term "Confidential Information" shall mean, with respect to PWA, information, materials, and trade secrets, including but not limited to information regarding methods of operation, formulations, finances, contracts, customer lists, potential customers, business plans, marketing, products, skills, performance specifications, and other information and know-how, all relating to or useful in PWA's business, and which PWA regards as confidential and in the nature of trade secrets. Without regard to whether all of the foregoing matters would be deemed confidential, material, and important, Representative hereby stipulates and agrees that the same are confidential, material, and/or important.
- (b) **Non-Disclosure.** As a consequence of Representative's employment and/or engagement by PWA, PWA may disclose or make known to Representative, and/or Representative may be given access to or may become acquainted with, Confidential Information. Representative recognizes that the Confidential Information constitutes valuable and unique assets owned by, or in the custody of, PWA, and Representative hereby covenants and agrees that as of the date hereof and for all times thereafter, irrespective of the termination of this Agreement and irrespective of the reasons for such termination, Representative shall not use such Confidential Information or any part thereof in any manner for Representative's own benefit, for the benefit of a third party, or for the benefit of an affiliate of Representative, or to the detriment of PWA, and shall hold all of such Confidential Information in the strictest confidence, not to be used, reproduced, distributed, or disclosed to anyone, directly or indirectly, either in writing or orally or otherwise, without the express written consent of an Executive Officer of PWA. Representative shall take any and all reasonable measures to prevent the disclosure of such Confidential Information.
- (c) **Exceptions.** Notwithstanding any provision to the contrary herein, the term Confidential

Information, as used herein, shall not include that which: (i) was known to Representative at the time Representative first became employed and/or retained by PWA, as evidenced by written records in the possession of Representative at the time of disclosure; (ii) becomes publicly available without the breach of this Agreement by Representative; (iii) is subsequently disclosed to Representative by a third party who is in lawful possession of the Confidential Information and as to which the third party is not under an obligation of confidence; and/or (iv) was in the public domain at the time of disclosure by PWA to Representative (through no fault of Representative). In the event Representative is required by law to disclose any such Confidential Information, Representative shall afford PWA as much advance notice as possible to permit PWA to contest any such disclosure and/or obtain a protective order regarding the same, and Representative shall disclose only so much of such Confidential Information as is necessary to comply with such legally mandated disclosure.

- (d) **Documents.** All documents relating to Confidential Information, as well as the Confidential Information itself, are the exclusive property of PWA.
- (e) **Return of Confidential Information.** Promptly upon the request of PWA and/or immediately upon the termination of this Agreement, irrespective of the reasons and/or cause for such termination, all writings, formulations, tapes, digital and/or electronic data, manuals, or other physical manifestations of the Confidential Information, all writings and material describing, analyzing, or containing any Confidential Information, and all copies thereof which Representative obtained directly or indirectly from PWA shall be delivered by Representative to PWA, and Representative shall not, directly or indirectly, retain any copies of the same.
- (f) **Notice of Breach.** If Representative discovers that any confidential information in its possession or control has been used, disseminated, or accessed in violation of this Agreement, Representative will immediately notify PWA; take all commercially reasonable actions available to minimize the impact of the use, dissemination, or publication; and take all necessary steps to prevent any further breach of this Agreement. Representative agrees and acknowledges that any breach or threatened breach regarding the treatment of PWA's confidential information may result in irreparable harm to PWA for which there may be no adequate remedy at law. In such event, PWA shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.
- (g) **Violations.** Nothing in this Agreement prohibits or limits Representative from reporting potential violations of federal law or regulation to any regulatory authority or governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Prior authorization from PWA is not required to make any such reports or disclosures and Representative is not required to notify PWA that such reports or disclosures were made.

12. **Observance of Regulatory Requirements.** Due to the unique nature of the investment advisory business, the activities contemplated under this Agreement are controlled by laws, both federal and state, or rules, regulations, and interpretations under the Regulatory Authorities. Representative will adhere to all applicable laws, rules, regulations, and interpretations of local, state, and federal Regulatory Authorities.

13. **Customer Complaints, Rule Violations, and Regulatory Contact.** Representative shall immediately advise PWA of any customer complaint, action, or fact whatsoever which comes to Representative's attention that may be a violation of any securities laws or regulations, with respect to PWA or Representative, or with respect to any party who is doing business with PWA. Further, Representative shall immediately advise PWA of any inquiry that he/she receives from a Regulator.

14. **Indemnification.**

- (a) Representative shall indemnify PWA, its parent company, owners, successors, and assigns, clearing firms and affiliates, and all of their respective officers, directors, employees, agents, and stockholders from and against:
  - (1) all liabilities of any nature of Representative, his/her employees, agents, customers, or others whether accrued, absolute, contingent, or otherwise existing as of the date of this Agreement;
  - (2) all liabilities and costs arising out of the conduct of Representative's business activity, including but not limited to any action, in-action, misrepresentation, omission, conduct, misconduct, unsecured debit, violation of the terms of this Agreement, PWA policy or any law, federal or state, any rule or regulation or interpretation of the Regulatory Authorities, or otherwise by Representative.
- (b) PWA shall indemnify Representative, Representative's heirs, employees, and agents from and against:
  - (1) liabilities of any nature of PWA, its successors and assigns, clearing firms and affiliates, and all of their respective officers, directors, employees, agents, and stockholders or others whether accrued, absolute, contingent, or otherwise existing as of the date of this Agreement;
  - (2) all liabilities and costs arising directly out of the conduct of PWA's business activity, including but not limited to any action, in-action, misrepresentation, omission, conduct, misconduct, violation of the terms of this Agreement, PWA policy or any law, federal or state, any rule, regulation, or interpretation of the Regulatory Authorities, or otherwise by PWA, its employees or agents.
- (c) The parties reserve any rights they may have to seek indemnification or contribution under this section pending the final resolution of the action, suit, proceeding, demand, claim, or assessment to which this section may apply. The resolution of each party's responsibility under this section shall, if not mutually agreed upon, be determined by arbitration before FINRA.
- (d) If Representative is entitled to receive proceeds from any insurance coverage for any liability for which they are required to indemnify PWA, Representative hereby assigns to PWA any and all such proceeds to the extent Representative would otherwise be obligated hereunder.
- (e) All liabilities set forth above shall include settlements, judgments, awards, interest, costs, and reasonable attorneys' fees (both internal and external) whether incurred at arbitration, bankruptcy, or at the administrative, trial, appellate, or post-judgment level.
- (f) All the indemnification provisions of this section shall continue for a period of six (6) years following termination of this Agreement.

15. **Obligations of PWA.** PWA will maintain an effective and adequately capitalized investment advisor firm properly registered with all Regulatory Authorities. PWA agrees to make available facilities for the execution of securities transactions, confirmation of said transactions, and a system for receipt and disbursement of funds and securities.



16. **Breach.**

- (a) In the event of a breach, or threatened breach, of any provision of this Agreement by Representative, PWA shall be entitled to an injunction restraining such breach without showing or proving the actual damage sustained or about to be sustained. This remedy, and all other remedies provided in this Agreement, shall be cumulative and the exercise or non-exercise of this remedy shall not preclude any other remedy at law or in equity.
- (b) In the event of a breach of this Agreement, the prevailing party in any resulting litigation or arbitration shall recover its costs incurred in enforcing its rights with respect to such breach. Such costs shall include, without limitation, reasonable internal and external attorneys' fees, and litigation expenses.

17. **Scope of Restrictions.**

- (a) Representative has carefully read and considered the promises made in this Agreement, and Representative agrees that the promises made in this Agreement are reasonable and necessary for protection of PWA's legitimate business interests, including but not limited to, its trade secrets; its Confidential Information; its clients' Confidential Information; its relationships with prospective and existing clients; and its productive and competent workforce. Representative further agrees that prior to signing this Agreement, Representative has been provided a reasonable time to review the Agreement and has been given an opportunity to consult separate counsel concerning the terms of this Agreement.
- (b) Representative and PWA each hereby further agree that the restrictions contained in this Agreement are reasonable and necessary for the protection of PWA and Representative, respectively, and that each party has relied upon the other representations and covenants herein. If, at the time of enforcement of this Agreement, a court of competent jurisdiction shall hold that the duration, scope, or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or area reasonable under such circumstances shall be substituted for the stated duration, scope, or area, and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope, and area permitted by law.

18. **Construction; Forum Selection Clause; Severability.** It is the intent of the parties hereto that the terms of this Agreement shall be construed pursuant to the laws of the State of Florida and in accordance with the requirements of the Regulatory Authorities to the extent applicable. The parties agree that all legal proceedings under this Agreement will be held in Broward County, Florida. To the extent that any provisions of this Agreement shall be deemed invalid or unenforceable, then this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

19. **Survival.** Paragraphs 10 (Non-Solicitation), 11 (Confidential Information), 14 (Indemnification), and 18 (Construction; Forum Selection; Severability) of this Agreement shall survive termination of the Agreement.

20. **Waiver; Rights Cumulative.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

21. **Non-Disparagement.** Representative agrees that Representative will not during the course of

Representative 's employment or retention by PWA or at any time thereafter, criticize, ridicule, or make any statement which disparages or is derogatory of PWA, or any of its officers, directors, agents, associates, consultants, or clients.

22. **Modifications.** Any modification of this Agreement will be effective only if it is in writing and signed by an authorized representative of the Party to be charged.

23. **Miscellaneous.**

(a) This Agreement contains the complete, full, and exclusive understanding between the parties and supersedes any and all other oral or written agreements between them with regard to any subject matter addressed in this Agreement. Any amendments, additions, or supplements to this Agreement shall be effective and binding on the parties only if any such amendments, additions, or supplements are in writing and signed by both parties.

(b) This Agreement shall inure to the benefit of and be enforceable by PWA's successors and/or assigns. This Agreement shall not be assignable by Representative. In the event of Representative's death, this Agreement shall be binding upon Representative's estate, heirs, and legal representatives to the extent required to effectuate its terms.

(c) If any provision of this Agreement is invalid, illegal, or unenforceable, it shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without application to the principles of conflicts of laws.

(e) THE PARTIES HERETO AGREE THAT ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) AT THE LOCATION NEAREST TO FT. LAUDERDALE, FLORIDA, IN ACCORDANCE WITH AAA’S COMMERCIAL ARBITRATION RULES. PWA and Representative understand that such arbitration will be final and binding, and that by agreeing to arbitration, both parties are waiving their respective rights to seek remedies in court, including the right to a jury trial.

(f) All agreements and representations shall survive the execution and delivery of this Agreement.

(g) The waiver by any party hereto of any breach or default by the other party of any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default on such other party's part.

(h) **Nothing contained in this Agreement shall alter Representative 's status as an at-will independent contractor who may be terminated or may resign from employment with or retention by PWA at any time with or without cause. Furthermore, nothing in this Agreement provides to Representative or should be interpreted as providing to Representative any ownership right or interest in PWA.**

(i) All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received as follows: (i) upon personal delivery; or (ii) one business day following the day when deposited with an overnight courier service or priority overnight service such as Federal Express for delivery to the intended addressee; or (iii) five days following the date of deposit in the United States mails, first class postage prepaid, directed to the following addresses:

to PWA: 200 E. Las Olas Blvd., 19<sup>th</sup> Floor, Fort Lauderdale, FL 33301

to Representative: \_\_\_\_\_

(j) Representative acknowledges that he/she has read and understands this Agreement and Representative agrees to be bound by the terms and conditions described herein.

24. **Entire Agreement.** This instrument constitutes the entire Agreement of Representative and PWA, its corporate affiliates, and their employees, except to the extent of any document incorporated herein by reference or any statutes, rules, and regulations referred to herein.

25. **Counterparts.** This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without the necessity of production of the other.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**INVESTMENT ADVISER REPRESENTATIVE**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

**PROVENANCE WEALTH ADVISORS, LLC**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_