

**BRANCH OFFICE/OSJ Agreement**  
**Between**  
**NICOL INVESTORS CORPORATION**  
**And**

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**(Print name)**

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The following agreement pertains to all activities performed by the undersigned Registered Principal (RP) in his/her capacity as a Nicol Investors Corporation (NIC) Office of Supervisory Jurisdiction (OSJ) Principal.

The business address at which the OSJ Principal will supervise securities transactions will be an NIC OSJ as defined in Rule 3010(g)(1) of the FINRA Conduct Rules. The OSJ Principal states and affirms that he/she is knowledgeable concerning his/her duties, responsibilities, and obligations pursuant to his/her place of business being designated and filed with the FINRA as an OSJ.

If not already holding an appropriate FINRA Securities Principal's registration, the OSJ Principal will obtain the appropriate registration prior to appointment as an OSJ Principal for the express purpose of performing all supervisory and compliance acts, actions, and functions as are required and may from time to time be modified by NIC, the FINRA, and various state or other applicable securities regulatory agencies. At its sole discretion, NIC will determine the FINRA Securities Principal registration required at the OSJ.

The OSJ Principal agrees that any and all costs and expenses incurred, in order to establish an OSJ office, including, but not limited to, office rent or lease, utilities, office improvement, furniture, fixtures or equipment, signage, office supplies, employee wages, taxes, or employee benefits, shall be the OSJ Principal's responsibility and liability, unless expressly assumed by NIC.

The OSJ Principal acknowledges that the NIC Compliance Department will establish a reasonable span of control for supervision of registered representatives. NIC's rule of thumb is generally one day's driving distance from the OSJ's office (i.e. the OSJ Principal will be able to drive to the RR's office, conduct an office visit and return within one day by automobile.).

The OSJ Principal acknowledges that the NIC minimum production requirement of fifty thousand dollars (\$50,000) Gross Dealer's Concession (GDC) must be achieved annually to maintain status as an OSJ. This production may be modified from time to time by approval of the NIC Compliance Department and Executive Committee (EC).

The OSJ Principal acknowledges receipt of the NIC Supervisory Procedures Manual (WSP), which sets forth the compliance and operational duties, obligations, and procedures to be undertaken and performed by the OSJ Principal to supervise all registered representatives assigned to the OSJ. NIC may, from time to time, add, delete, or modify the OSJ duties, obligations, and responsibilities. The OSJ Principal hereby agrees to perform all duties and responsibilities set forth in the NIC SPM.

Upon termination of this Agreement, the OSJ Principal, at his/her expense, agrees to expeditiously deliver to NIC all originals or copies, if originals are not available, of documents including, but not limited to, files, forms, schedules, lists, logs, manuals, log books, New Account Records, copies of subscription documents, trade or order tickets, memos, Client Files, Customer Complaint file(s), Advertising/Sales literature File(s), Licensing Files, Securities Blotters, and any other items requested by NIC that relate to the activities set forth herein.

NIC agrees to cooperate to its fullest extent, as reasonably requested by the OSJ Principal, in order for the OSJ Principal to completely fulfill his/her duties and obligations as a registered principal. Likewise, the OSJ Principal agrees to cooperate to his/her fullest extent, as requested by NIC, to fulfill his/her duties, responsibilities, and obligations as a Registered Principal responsible for the OSJ operations of his/her OSJ office. NIC shall have complete authority to audit and/or review the records of the OSJ at any time and will be provided full access to any and all files.

The OSJ Principal and NIC agree that the override to be paid to the OSJ Principal is inclusive and in part consideration for the services the OSJ Principal is performing as an OSJ. The OSJ Principal will set the commission payout for new RRs in their OSJ. The override payout is the difference between the OSJ Principal's commission payout and the percentage set for the new representative.

If a RR from the OSJ Principal's OSJ leaves NIC with indebtedness to NIC or any of its affiliates, the OSJ Principal will be liable for the indebtedness.

The OSJ Principal acknowledges the understanding of the requirements and duties to be performed as an OSJ Principal including, but not limited to:

1. Review for appropriateness, approve and accept on behalf of NIC, and maintain appropriate records for:
  - New Accounts;
  - Form U-4 and all other licensing requirements;
  - All securities sales activities of each RR assigned to the OSJ Principal's supervision;
  - All incoming and outgoing correspondence, including electronic correspondence;
  - The suitability of all investments;
  - Letterhead and business cards;
  - Securities Blotters, Client Logs, Securities Logs, and Client Files; and
  - Advertising/Sales Literature.
2. Periodically audit offices of RRs assigned to his/her OSJ in accordance with FINRA regulations.
3. Notify the Compliance Department of any customer complaints and inquiries.
4. Cooperate with the Compliance Department on all customer complaints and inquiries.
5. Ensure that the annual compliance and continuing education training is completed by each RR assigned to the OSJ.
6. Monitor outside business activities of each RR assigned to the OSJ.
7. Ensure each RR assigned to the OSJ is following the appropriate compliance procedures.
8. Coordinate all OSJ/Branch Office Training.

The OSJ Principal acknowledges that any impropriety will be reported immediately to the NIC Compliance Department, and copies of all transactions, and compliance related materials will be forwarded minimally on a weekly basis to the Home Office.

Either party with seven (7) days written notice may terminate this agreement with or without cause. Upon termination of the management responsibilities as OSJ Principal, overrides will cease and the OSJ Principal's commission rate and contract will revert to the RR level achieved.

By signing below, the OSJ Principal hereby accepts the terms and conditions of the Agreement including, but not limited to, the supervisory responsibilities described herein.

This Office of Supervisory Jurisdiction Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**OSJ PRINCIPAL**

**NICOL INVESTORS CORPORATION**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_



**NICOL INVESTORS CORPORATION**  
**Member FINRA & SIPC**  
**NON-Registered Filing Person (NRF)**

<b>NRF INFORMATION</b>					
Last Name		First		M.I.	Date
Branch Street Address				Suite/ Room #	
City		State		ZIP	
Phone		E-mail Address			
Branch Office Manager					Position at Branch Office
Are you a citizen of the United States?		YES <input type="checkbox"/>	NO <input type="checkbox"/>	If no, are you authorized to work in the U.S.? YES <input type="checkbox"/> NO <input type="checkbox"/>	
Have you ever worked for Nicol Investors Corporation?		YES <input type="checkbox"/>	NO <input type="checkbox"/>	If so, when?	
Have you ever been convicted of a felony?		YES <input type="checkbox"/>	NO <input type="checkbox"/>	If yes, explain	
<b>EDUCATION</b>					
High School			Address		
From	To	Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Degree
College			Address		
From	To	Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Degree
Other			Address		
From	To	Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Degree
<b>REFERENCES</b>					
<i>Please list three professional references.</i>					
Full Name			Relationship		
Company			Phone (    )		
Address					
Full Name			Relationship		
Company			Phone (    )		
Address					
Full Name			Relationship		
Company			Phone (    )		
Address					

**PREVIOUS EMPLOYMENT**

Company	Phone ( )
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Address	Supervisor
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Job Title
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Responsibilities
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From	To	Reason for Leaving
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May we contact your previous supervisor for a reference?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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Company	Phone ( )
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Address	Supervisor
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Job Title	Starting Salary \$	Ending Salary \$
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Responsibilities
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From	To	Reason for Leaving
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May we contact your previous supervisor for a reference?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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Company	Phone ( )
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Address	Supervisor
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Job Title
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Responsibilities
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From	To	Reason for Leaving
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May we contact your previous supervisor for a reference?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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**MILITARY SERVICE**

Branch	From	To
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Rank at Discharge	Type of Discharge
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If other than honorable, explain
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**DISCLAIMER AND SIGNATURE**

I certify that my answers are true and complete to the best of my knowledge.  
 If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

**Please read and mark each box.**

My branch manager has provided me with adequate training and education, under FINRA, Nicol Investors Corporation (NIC), NIC affiliates, and all other self-regulatory organizations, that specifically address the limitations of my activities, the regulatory consequences of exceeding these limitations, and has also explained to me, that I may also be subject to the rules of FINRA and it's disciplinary authority because of my affiliation with a registered person.

I agree to abide by the above mentioned rules and regulations and understand my limitations as a non-registered person.

I agree to complete annual Anti-Money Laundering training provided by Nicol Investors Corporation within the time allowed.

If any of my personal information has changed that is listed on this form, I agree to provide Nicol Investors Corporation with any change/update within 30 days.

NRF Signature	Date
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Branch Manager Signature	Date
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