E&O Program Highlights

Financial Professionals and Referral Representatives of

Avantax Wealth Management

Policy Period: December 31, 2024 to December 31, 2025



Insurance | Risk Management | Consulting

Avantax

Wealth Management®





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THIS OUTLINE PROVIDES GENERAL INFORMATION ON YOUR ERRORS AND OMISSIONS PROGRAM. IT IS NOT INTENDED TO INTERPRET THE TERMS OF THE POLICY NOR TO BE LEGAL ADVICE, BUT RATHER SUMMARIZES OUR UNDERSTANDING OF THE COVERAGE PROVIDED. IT IS NOT A PART OF THE POLICY, NOR DOES IT MODIFY OR SERVE AS A CONCLUSIVE STATEMENT OF ITS TERMS. FOR COMPLETE DETAILS OF YOUR COVERAGE, PLEASE REFER TO THE POLICY, A COPY OF WHICH CAN BE OBTAINED BY CALLING ARTHUR J. GALLAGHER & CO. RISK MANAGEMENT SERVICES, LLC. AT (800) 532-0327



E&O Policy Summary Highlights

Policy Number:	42-PBD-151493-05
Policy Period:	12/31/24 – 12/31/25
Insurer:	National Fire & Marine Insurance Company (a Berkshire Hathaway company) – Non-Admitted Carrier with an A.M. Best Rating of A ++ (Superior)
Policy Limits: (Dependent on chosen option)	\$1,000,000 per claim / \$1,000,000 aggregate per FP \$2,000,000 per claim / \$2,000,000 aggregate per FP \$5,000,000 per claim / \$5,000,000 aggregate per FP
Coverage Options: (Dependent on chosen option)	Basic – Securities, & Insurance Products (Financial Professional Coverage Only) Basic Plus – Accounting, Securities & Insurance Products (Financial Professional and Accounting/Tax Services) Referral Representatives – Referral of Securities products to a full-time Avantax Financial Professional, or if appropriately licensed and approved, the sale and servicing of Securities products, Investment Advisory products, and/or Insurance products. Note, Referral Representatives requiring the Basic Plus coverage which includes the optional Accounting/Tax Services extension must enroll at the full-time, non-discounted E&O participation cost. Please note the cyber coverage is now being provided under a separate policy. Refer to the Cyber Handbook for coverage details via the enrollment website.
Policy Retentions: (applies to Damages & Defense Costs)	\$5,000 each Claim \$10,000 each Claim involving Trade Errors \$2,500 each Claim involving Accounting Services (other than covered Audit Services, \$5,000) \$10,000 each Claim involving Fraudulently Induced Client Funds Transfers
Coverage:	 Coverage is on a "Claims Made" basis, which covers claims first presented to an insured and reported to the insurer during current coverage period. Coverage extends to Financial Professionals: Full-Time Avantax Financial Professionals who are affiliated with Avantax Investment Services® and/or Avantax Advisory Services® (hereinafter, "Avantax") who have enrolled in the Avantax sponsored Errors & Omissions (E&O) Program (the "E&O Program") by electing at a minimum the Securities & Insurance coverage and have paid the participation fee are covered under the policy. Coverage extends to Referral Representatives: Referral Representatives who are affiliated with Avantax who have enrolled in the E&O Program and have paid the participation fee are covered under the policy. Coverage extends to your business entity: Any corporation, partnership, or other business entity, which is owned or controlled by you, or for which you provide professional services, are considered covered insureds; however, coverage only applies to operations of the business entity directly related to the Professional Services rendered by an Insured Financial Professional. Coverage extends to your employees: Any of your current secretarial, clerical or administrative staff (including those performing bookkeeping or tax preparation), employees of the Agent, General Agent, Financial Professional or Registered Investment Adviser solely for services performed within his or her capacity as such and on behalf of the Insured Financial Professional. Coverage extends to any Insured Financial Professional who retires or becomes disabled during the policy period. Important Note: Employees and Corporations do not have their own limits; they share the coverage afforded to the Insured Financial Professional.



Commonly Asked Questions

What Professional Services are covered?

There are three coverage levels to choose from depending on your needs:

Basic Coverage - Available to Financial Professionals & Investment Advisor Representatives

Subject to all terms and conditions of the Policy. The definition of Professional Services includes: securities products and services approved by and provided through Avantax Investment Services, Inc., investment advisory products and services approved by and provided through Avantax Advisory Services, Inc., and insurance products and services approved by and provided through Avantax Insurance Services, Inc., and Avantax Insurance Company, LLC, or any other company (i.e. the sale of life, accident and health insurance and fixed annuities). [You must list your insurance products on your outside business disclosure reporting form].

<u>Basic Plus Coverage – Available to Financial Professionals & Investment Advisor Representatives as well as Referral Representatives who also need Accounting Services coverage</u>

If you elect the Basic Plus coverage level which includes an Accounting Coverage extension, Professional Services shall also include services as an Accounting Professional: bookkeeping; issuance of compilation reports; reviews of unaudited financial statements; management, advisory or consulting services with respect to improving business efficiency; providing tax advice; preparation of tax returns; acting as an enrolled agent or CPA representing a Client before the Internal Revenue Service, but only when such services are performed for a Client for compensation.

Accounting Services also includes limited coverage for audit services rendered to a natural person who is a Client of the Insured Financial Professional, but solely with respect to the preparation or issuance of an audit report on personal financial statements or tax returns and representing such natural person Client before the Internal Revenue Service (audit services rendered to firms/entities are excluded).

Additionally, the accounting coverage also extends to preparing the beneficial ownership report pursuant to the Corporate Transparency Act, as amended and any rules or regulations promulgated thereunder;

Audit Services is subject to a sublimit of \$200,000 Each Claim/\$200,000 Aggregate per Insured Financial Professional/\$500,000 Total Policy Aggregate all Insureds and \$5,000 retention each Claim. The retention for Accounting Services claims not involving covered Auditing Services is \$2,500.

Basic Plus coverage also includes the following services rendered as a Divorce Financial Analyst: gathering financial details relevant to a Client's divorce; analysis of income and expenses; financial modeling; analysis and illustration of potential settlement scenarios; forecasting cash flows; examining retirement and insurance issues; preparing inventories and financial settlement scenarios; tracing of financial statements to help categorize flow of funds or potential credits and reimbursements; or providing expert witness testimony relating to the Divorce Financial Analyst services described herein.

Claims for failure to identify embezzlement or other fraud is subject to a sublimit of \$200,000 Each Claim/\$200,000 in the aggregate for all insureds.

Referral Basic Coverage - Available to Referral Representatives only

Referral Representatives are covered for the referral of securities products to a full-time Avantax Financial Professional, and if properly licensed and approved, may also sell/service securities approved by and provided through Avantax Investment Services, Inc., investment advisory products and services approved by and provided through Avantax Advisory Services, Inc., and insurance products and services approved by and provided through Avantax Insurance Services, Inc., and Avantax Insurance Company, LLC, or any other company. [You must list your insurance products on your outside business disclosure reporting form.]

<u>Note:</u> Referral Representatives who require the Accounting and Tax Services coverage extension (Basic Plus) must enroll at the full-time, non-discounted E&O participation cost, for such coverage.



Which Sub-Limits apply to my coverage?

The policy includes the following sub-limits which are included within and not in addition to the limit you elect during enrollment:

Accounting Services*

\$200,000 Each Claim/\$200,000 Aggregate per Insured Financial Professional/\$500,000 Total Policy Aggregate all Insureds applies to Claims involving the auditing of natural persons who are Clients of the Insured Financial Professional (auditing services for firms/entities excluded).

\$200,000 Each Claim/\$200,000 Aggregate per Insured Financial Professional applies to Claims involving the Insured Financial Professional's failure to identify embezzlement or other fraud.

*The Accounting Services sub-limits referenced above only apply to Financial Professionals who elected the Accounting Services extension and paid the applicable additional participation fee during enrollment. If you did not elect the Accounting Services extension, your policy does not include coverage for any Accounting Services.

Supplementary Coverages

- Pre-Claim Assistance: \$25,000 Each Claim
- Subpoena Assistance: \$25,000 Each Claim
- Expert Witness Testimony: \$25,000 Each Claim
- Reimbursement of Expenses: \$500 per day, subject to a maximum of \$10,000 each Claim
- Expungement of Customer Disputes: \$15,000 Each Claim/\$30,000 Aggregate per Insured Financial Professional/\$100,000 Total Policy Aggregate all Insureds
- HIPPA Civil Penalties: \$50,000 Each Claim/\$50,000 Aggregate per Insured Financial Professional /\$50,000 Total Policy Aggregate all Insureds
- Hold Only Products: \$10,000 Each Claim/\$10,000 Aggregate per Insured Financial Professional/\$100,000
 Total Policy Aggregate all Insureds
- Fraudulently Induced Client Funds Transfers: \$250,000 each Claim/\$250,000 Aggregate per Insured Financial Professional/\$2,000,000 Total Policy Aggregate all Insureds

Regulatory Matters

\$50,000 Each Claim/\$50,000 Aggregate per Insured Financial Professional. This extension includes covered taxes, fines or penalties imposed against an Insured; however, coverage shall be limited to those civil fines or pecuniary penalties assessed against an Insured Financial Professional for an unintentional and non-willful violation by such Insured Financial Professional of any federal, state or local law or regulation where such fines and penalties are insurable by law in connection with a Regulatory Action. Regulatory Action means: 1) an administrative or regulatory proceeding (other than an investigation) by an Enforcement Authority against an Insured Financial Professional; or 2) a formal investigation of an Insured Financial Professional (notice of investigation, target letter, Wells Notice or similar document). Regulatory Action does not include routine or regularly scheduled audits, inspections, general oversight or compliance activities. Enforcement Authorities means governmental or self-regulatory authorities, including but not limited to the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or the Department of Labor.

What are my retentions?

There is a \$5,000 retention for all Claims except the following: \$2,500 retention per Claim for professional accounting and tax services (excluding auditing); \$5,000 per Claim for auditing services rendered to an individual customer (firms/entities excluded) and a \$10,000 retention for trade errors.

The retention applies to the payment of both Damages and Defense Costs. Retentions for accounting, tax or audit services only apply if the Insured Financial Professional has elected the Basic Plus coverage option.



What are some important conditions of the policy?

Claims Made and Reported

Coverage is on a "Claims Made and Reported" basis, which covers claims first made against you and reported in writing to Berkshire Hathaway during the policy period.

Defense Obligations

The Insurer has a right and duty to defend any claim made against you within the terms of the policy. If a claim alleges dishonest, fraudulent or malicious acts, a defense will be provided if there are other covered allegations.

Prior Acts Coverage

Financial Professionals Errors & Omissions Liability: Your Prior Acts Date is the **earlier of** your date of affiliation with Avantax or the date you first obtained—and continuously maintained—a "claims made" professional liability policy. For Financial Professionals that contract with Avantax after 12/31/24, a sub-limit in the amount of \$1,000,000 Each Claim/\$1,000,000 Aggregate per Insured Financial Professional will apply to prior acts claims.

Accountants Professional Liability: Your Prior Acts Date is the date you first obtained—and continuously maintained— a "claims made" Accounting professional liability policy.

What happens if my affiliation with Avantax terminates during the policy period?

If your affiliation with Avantax terminates during the policy period coverage automatically ceases on the date of termination. The Participation Fee under the E&O Program is considered fully earned, and, in the event your affiliation with Avantax is terminated during the policy period for any reason, there will be no return of your Participation Fee. However, depending on the reason for your termination, an automatic Extended Reporting Period (ERP) may be available to you at no cost. An ERP allows you to report new claims that are first made and reported during the ERP arising out of actual or alleged negligent acts committed on or after your affiliation date with Avantax and on or prior to your termination date.

Please be advised that, if your affiliation with Avantax is terminated for:

- a. General Reasons: an automatic one (1) year ERP shall be provided to you at no cost;
- b. Retirement, Disability or Death: an automatic unlimited ERP shall be provided at no cost;
- c. Disciplinary Reasons: an automatic ninety (90) day ERP shall be provided to you at no cost.

FPs who terminate their affiliation with Avantax for reason of retirement from the business of providing Professional Services involving insurance or investment products and are no longer registered with any of the following entities: any Broker/Dealer, FINRA, SEC, state securities department or state insurance department, but choose to continue rendering Accounting Services, shall receive the ERP referenced above, depending on termination reason, for their non-Accounting Services which were rendered after their Prior Acts date and prior to their termination date. In this situation, no ERP shall apply to Accounting Services. It is recommended that any replacement policy obtain include prior acts coverage back to your Accountants Professional Liability Prior Acts Date.

Please Note: FPs planning to retire must terminate their registration with Avantax by December 31,2024 to be eligible for the ERP. FPs retiring after December 31, 2024 must enroll for 2024-2025 E&O coverage in order to qualify for the ERP benefits referenced above. Enrollment fees will not be prorated for terminations occurring after the new coverage year has begun. If you have any other Professional Liability policy, any applicable ERP referenced above shall not apply.



Policy Exclusions

This policy will not apply to, and the Insurer shall pay neither Damages nor Claims Expense for any claim:

A. Conduct/Illegal Profit

based upon, arising out of, or relating to any:

- i. criminal, intentional, dishonest, malicious, fraudulent or knowing act, error or omission, or any willful violation of any statute, rule or law by an Insured; or
- ii. Insured gaining any profit, financial or non-financial advantage or remuneration that such Insured is not legally entitled to receive;

provided, however, this exclusion shall only apply if a final adjudication adverse to such Insured in any underlying proceeding establishes that such conduct occurred, or profit, advantage or remuneration was gained;

B. Prior Notice

based upon, arising out of, or relating to any Wrongful Act, fact, circumstance or situation which has been the subject of any written notice given before the inception of the Policy Period under any professional liability policy, provided the insurer of such policy does not reject such notice as invalid;

C. Pending and Prior Litigation

based upon, arising out of, or relating to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation, any arbitration, or any alternative dispute resolution proceeding against the Insured, that was pending on or prior to the inception date of the policy;

D. Bodily Injury/Property Damage

For any actual or alleged:

- i. bodily injury, mental anguish, emotional distress, sickness, disease, or death of any person; or
- ii. damage to or destruction of any tangible property, including the loss of use thereof;

E. Wrongful Employment Practices

based upon, arising out of, or relating to any actual or alleged:

- i. employment-related act, omission, error, misstatement, misleading statement, neglect or breach of duty; or
- ii. harassment of or discrimination against anyone;

F. Antitrust/Unfair Competition

based upon, arising out of, or relating to any actual or alleged:

- i. antitrust violations, including, without limitation, any violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, each of the foregoing as amended, or any similar federal, state, local or foreign statutory, common or regulatory law; or
- ii. violation of any federal, state, local or foreign statutory, common or regulatory law with respect to business competition, unfair trade practices or tortious interference in another's contractual or business relationships, including but limited to client lists;

G. Insider Trading

based upon, arising out of, or relating to any actual or alleged violation of the Insider Trading and Securities Fraud Enforcement Act of 1988, Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder, any similar federal, state, local or foreign laws or statutes, or any rules or regulations promulgated under any of the foregoing, as amended;

H. Clearing Agency Services

based upon, arising out of, or relating to, an Insured's performance of or failure to perform services for or on behalf of a clearing agency or arising out of any function of any Insured as a clearing agency;



I. Professional Services for Specified Persons/Entities

based upon, arising out of, or relating to Professional Services performed for or on behalf of any:

- present Insured;
- 2. entity in which an Insured has or had, directly or indirectly: a) the right to manage or operate; or b) a ten percent (10%) or more equity ownership interest at the time of such Professional Services, including any entity under Management Control of an Insured, directly or indirectly;
- 3. entity that has or had, directly or indirectly: a) the right to manage or operate; or b) a 10% or more equity ownership in an Insured at the time of such Professional Services, including any entity that has Management Control of an Insured;
- Broker/Dealer, other than one which buys, sells or trades in securities exclusively as a principal for its own account:

J. Enforcement Authority

brought or maintained by or on behalf of an Enforcement Authority; provided, however, this exclusion shall not apply to any Claim by an official of such Enforcement Authority if such natural person is bringing the Claim in his or her capacity as a Client of the Insured and not as an official of such agency or organization;

K. Contractual Liability

based upon, arising out of, or relating to:

- i. an Insured's alleged liability under any oral or written contract or agreement, including, but not limited to, express warranties or guarantees; or
- ii. the liability of others an Insured assumes under any oral or written contract or agreement;

provided, however, this exclusion shall not apply to an Insured's liability that exists in the absence of such contract or agreement;

L. Representation/Guarantee

based upon, arising out of, or relating to any representations or guarantees made by the Insured with respect to interest rates or fluctuations in interest rates, the market value or performance of any investment or insurance product, or future premium payments; provided, however, this exclusion shall not apply to future value or similar projections, including interest rates or market values, when they include an appropriate written disclaimer approved by the Sponsored Broker-Dealer;

M. Commingling

based upon, arising out of, or relating to any actual or alleged commingling, theft, or use of the funds of any Client or prospective client;

N. Insolvency

based upon, arising out of, or relating to the insolvency, receivership, conservatorship, liquidation, bankruptcy, or inability or refusal to pay of any natural person, entity, benefit plan, trust or investment vehicle, insurance or reinsurance entity, managed health care organization, risk retention group or captive (or any self-insurance plan or trust by whatsoever name), or limited partnership, in which the Insured has placed business or obtained insurance coverage, or placed or recommended the placement of the funds of a Client; provided, however, this exclusion shall not apply, provided the Claim arises from:

- i. the Insured's placement of coverage with an admitted or non -admitted insurance company with an A.M. Best rating of "A-"or better at the time of placement; or
- ii. the insolvency, receivership, conservatorship, liquidation, bankruptcy, or inability or refusal to pay by Athene Annuity & Life Insurance Company; or
- iii. Wrongful Acts solely in connection with the sale or servicing of securities in any bank, banking firm, insurance company, benefit plan, Broker-Dealer, trust or investment vehicle

O. Employee Benefit Plans

based upon, arising out of, or relating to the responsibilities, obligations or duties imposed pursuant to the Employee Retirement Income Security Act of 1974, as amended, or any similar federal, state, or local or foreign statutory law or common law with respect to: any plans, programs, and trusts, 1) established or maintained in whole or in part for the benefit of employees of the Insured; 2) sponsored by the Insured; 3) in which the Insured is a participant, trustee or named fiduciary, as defined in the Employee Retirement Income Security Act of 1974, as amended, or any similar federal, state, local or foreign statutory law or common law;



4) in which the Insured is a named fiduciary, as defined in section 402(a) of the Employee Retirement Income Security Act of 1974, as amended;

P. Mechanical Failure/War/Nuclear/Pollution

based upon, arising out of, or relating to any:

- . mechanical or electronic failure, breakdown or malfunction of machines or systems;
- ii. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, or destruction of, or damage to, property by or under the order of any government, public or local authority; or
- iii. actual or alleged or threatened discharge, release, escape, seepage, migration or dispersal of any Pollutants, or any request, demand, order, direction, or statutory or regulatory requirement that any Insured or others test for, monitor, remove, contain, treat, detoxify, neutralize, clean up, or in any way respond to or assess the effects of such Pollutants;
- iv. an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act;

Q. Investment Banking Activities

based upon or arising out of any actual or alleged liability involving any advice or service relating to or in connection with any aspect of corporate mergers, acquisitions, securities offerings, restructuring, divestitures, market making (including the failure to make a market) for any securities, specialization in securities, or investment banking; provided, however, this exclusion shall not apply to any Claim related solely to conduct by the Insured that is detrimentally relied upon by Clients and does not arise from facts or circumstances affecting the offering generally including actual or alleged misrepresentations or omissions in the formal written offering materials, registration statements, offering memoranda and circulars;

Solely with respect to securities sponsored by Aretec Group, Inc. f/k/a RCS Capital Corporation, this exclusion shall not apply to Claims arising from the sale, attempted sale, or servicing of such securities, in connection with an offering thereof; provided, however, to the extent such Claim arises out of such Insured's involvement in the structure, registration or filing of such offering or in the drafting of formal written offering materials, registration statements, offering memoranda, circulars, or similar documents, in which case this exclusion would apply.

R. Other Activities

based upon, arising out of, or relating to any actual or alleged performance of or failure to perform services by or on behalf of an Insured as an actuary, accountant (Accountants are removed from this exclusion if the Insured Financial Professional has elected the Accountant's coverage extension), attorney, property or casualty agent, real estate agent, or third-party administrator, including providing tax or legal advice, unless such tax or legal advice is an incidental part of the Professional Services being rendered by a natural Insured.

S. Prohibited Products

based upon, arising out of, or relating to the actual or alleged recommendation, purchase, sale, attempted sale, or servicing, including any advice in connection therewith, of any:

- i. proprietary fund or investment products in which an Insured has any ownership interest;
- ii. coverage, alleged coverage or plan placed with any form of Multiple Employer Welfare Arrangement as defined by the Employee Retirement Income Security Act of 1974, as amended, or any employee benefit plan involving self-funding in whole or in part, by any employer, union, or employment related entity;
- iii. product or service, which at the time of the Wrongful Act was not approved by the Sponsor Broker-Dealer:
- iv. any policy, plan or coverage placed with a life, disability or accident health insurance company that is rated less than "A" by A.M. Best & Co at the time of the sale or placement; however this exclusion shall not apply to any policy, plan or coverage placed with such insurer if at the time of the sale the company was on the "Approved Insurance Company List" of a Sponsor Broker-Dealer or if the use of such insurance company was approved in writing by a Sponsor Broker-Dealer;



- v. commodities, futures contract, forwards contract or any type of options contract, or any similar investment or investment product, except: (1) as part of a mutual fund; (2) covered option contracts, long puts, long calls and short puts covered by cash; (3) commodity limited partnerships, covered stock options or the Campbell Trust Managed Futures Fund authorized or approved by the Sponsor Broker-Dealer; (4) credit spreads and collared option transactions approved by the Sponsor Broker-Dealer; or (5) uncovered put transactions at issue in the Claim but only if the Registered Representative was approved in writing by the Sponsor Broker Dealer to sell uncovered puts.
- vi. security in any market outside of the United States of America, its territories or possessions, and Canada, except for the trading of international currency; however, this exclusion shall not apply to offshore mutual funds insurance, annuity products or similar investment contracts, approved by the Sponsor Broker-Dealer.
- vii. viatical settlements, viatical insurance benefits, viatical investment pools or any security backed by viatical settlements, except: (1) sales approved by a Sponsor Broker-Dealer prior to 02/01/2010; and (2) sales of life settlements executed through Welcome Funds on or after 12/31/2010;
- viii. structured settlements, except annuities used to fund a structured settlement; or reverse mortgages;
- ix. plans created under Sections 412 or 419 of the Internal Revenue Code or insurance or annuities sold as part of or to be used in conjunction with any plan created under Sections 412 or 419 of the Internal Revenue Code, except the sale, attempted sale, or servicing of products approved by the Sponsor Broker-Dealer to fund any plan created under Sections 412 or 419 of the Internal Revenue Code;
- x. security that is not registered with the Securities and Exchange Commission, unless the security is exempt from registration with the Securities and Exchange Commission and is approved by the Sponsor Broker-Dealer;
- xi. security priced at or below \$5.00 per share at the time of the Wrongful Act triggering such Claim; provided, however, this exclusion shall not apply if the security is: (a) registered or approved for registration upon notice of issuance on a national securities exchange; (b) authorized or approved for authorization upon notice of issuance for quotation in the NASDAQ National Market System or the NASDAQ Small Cap Market; or (c) issued by an investment company registered under the Investment Company Act of 1940, as amended; or
- xii. products or services issued or related to DBSI, or Advanced Equities, Inc.

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Important Contacts

For coverage questions or assistance about E&O program:	Professional Liability Division Gallagher 2050 Main Street, Suite 1250 Irvine, CA 92614 Suzie Wittmann (949)349-9822 (800) 532-0327 x 4 Email: Suzie Wittmann@ajg.com
To request a Certificate of Insurance:	Daniel Nguyen Phone: (818) 539-1475 Email: Daniel Nguyen@ajg.com Certificate Request Link: http://certificaterequest.ajg.com/Client/Avantax

Claims Reporting

As soon as you are aware of any circumstances, regardless of whether a lawsuit or arbitration has been commenced, which may lead to a claim being made, or as soon as an actual claim is made, notify your supervisor <u>and</u> Avantax's Compliance Department.

