

Instructions for the Electronic Fingerprint Processing System (EFS) **Broker-Dealer Participant Agreement**

Any Firm wishing to submit Electronic Fingerprint Submissions (EFS) transmissions to FINRA's EFP System must complete the Broker-Dealer Participant Agreement.

Follow these steps when completing the form:

1. Thoroughly read the agreement and the Terms and Conditions for the use of the EFP system posted on FINRA's corporate web site at www.finra.org.
2. Complete the attached Broker-Dealer Participant Agreement.
 - All information in the signature section of the form must be completed.
 - The Authorized Agent must **sign** and **date** the form.
 - If the firm will use an agent to submit EFS transmissions on their behalf, be sure to check the authorized agent checkbox and provide the contact information for the agent on the lines provided.
3. **Mail** the completed and signed Broker-Dealer Participant Agreement to the following address:

FINRA Registration and Disclosure Dept.
Attn: EFS Coordinator
9509 Key West Ave
Rockville, MD 20850

Please call the Gateway Call Center at (301) 869-6699, if you have any questions regarding this form. Thank you.

FINRA Electronic Fingerprint Processing System Broker-Dealer Participant Agreement

The Financial Industry Regulatory Authority, Inc. (FINRA) operates the FINRA Electronic Fingerprint Processing (EFP) System to facilitate electronic submission of fingerprints to the Federal Bureau of Investigation (FBI) consistent with FINRA’s role as a channeling agent for securities industry personnel required to be fingerprinted under the Securities Exchange Act of 1934. Authorized participants may electronically submit fingerprints to FINRA’s EFP System using a certified electronic fingerprint system.

1. Use of FINRA’s EFP System by _____ (“the
(Name of Broker-Dealer)
Firm”), directly or through an authorized agent, does not transfer to the Firm or any individual any rights in FINRA systems or databases, including, without limitation, the EFP System.
2. The Firm agrees to any and all applicable Terms and Conditions posted on FINRA’s corporate web site at www.finra.org , without modification, including terms and conditions specific to the electronic submission and processing of fingerprints and the general FINRA corporate web site Terms and Conditions (“General Terms”). FINRA reserves the right, at its sole discretion, to modify the Terms and Conditions for use of the EFP System at any time by changing applicable agreements or Terms and Conditions, and any changes are effective immediately. Any such changes will be displayed on FINRA’s corporate web site and the Firm’s continued use of the EFP System constitutes the Firm’s acceptance of the changes. Terms and Conditions are incorporated into this agreement by reference and will be provided to the Firm upon request.
3. The Firm acknowledges and agrees that, if the Firm or any agent of the firm submits data via the EFP system, the Firm assumes full responsibility for all such filings submitted on its behalf, and that FINRA has no obligation to control, redact, correct, remove or otherwise edit or oversee the Firm’s submission of information and use of the System functions. Therefore, the Firm agrees to indemnify and hold FINRA harmless from any third party claim arising from the Firm’s use of the EFP System.
4. By using the EFP System or authorizing an agent to make use of the EFP System on the firm’s behalf, the Firm hereby acknowledges that it is bound by and responsible for complying with the federal securities laws and all applicable regulations, including FINRA By-Laws and Rules as appropriate, in connection with its use of the application. The Firm is responsible for the accuracy of any filings, data entered, and/or other transactions initiated on its behalf, and all fees and registration transactions related thereto.

5. The Firm hereby acknowledges that FINRA reserves the right at its sole discretion to prohibit the Firm or any agent from further use of the EFP System upon notice from FINRA.

The person whose signature appears below is authorized to enter into this agreement on behalf of the Firm, and, by signing below, certifies that he/she has read and understood all of the terms set forth above and that the Firm intends to form a binding agreement with FINRA on those terms. If the Firm will submit electronic fingerprint submissions through an authorized third party agent, that agent is named below. If the Firm at any time changes or terminates use of an authorized agent, the Firm will promptly notify FINRA and update applicable agreements for continued submission according to FINRA requirements.

Signature

- Check here if authorized agent will submit fingerprints electronically on behalf of broker-dealer firm.

Printed Name of Authorized Signatory

Authorized Agent Name

Name of Broker-Dealer

Authorized Agent Contact Person and Phone Number

Firm CRD Number

Date