



Spire – BYOD Policy and Acknowledgement Form Compliance Memo

The use of personal mobile communication devices offers Associated Persons of Spire Investment Partners (“Spire”) convenient access to efficiently work while on the go. The benefits that this access provides comes with additional risks and responsibilities that all persons must understand and take steps to mitigate when bringing their own devices (“BYOD”) to the workplace.

- Spire and its Associated Persons have the responsibility to protect confidential & proprietary client information on affiliated person’s owned devices.
- Cybercriminals target dual-purpose devices as a gateway to access company information.
 - This may introduce malware or viruses to Spire’s network;
- An increase in regulatory scrutiny over the protection of Confidential Information requires Spire to protect that information with the same degree that it protects its most important intellectual property.
 - Breaches may result in regulatory penalties, legal penalties, and additional risk exposure to the firm, its affiliates, and clients.
- The blurring of separation between business & social communications pose challenges & responsibilities to all Associates.

Proactive risk management will benefit the long-term business value to Spire and its Affiliates’ reputation as well as help to minimize the monetary and regulatory exposure.

What has Spire done to address these risks?

- Established Cyber Security Policies & Procedures
 - Based on technical infrastructure and data security plans.
- Developed a BYOD policy and acknowledgement form. The attached BYOD agreement and acknowledgement form is required to be completed annually and returned to the compliance department on or before a date specified.
- Continual updates will be made to Cyber Security Policies & Procedures to meet the changing threats in our industry.
 - Training is a key point of the Cyber Security Policies & Procedures
 - Employee acknowledgement of understanding and compliance with the policies & procedures is required.

In summary; Spire’s Cybersecurity, Privacy and BYOD Policies are required in order to protect the Company’s enterprise assets and client-related data from risk of theft, loss or misuse by unauthorized third-parties.

How will this new BYOD Policy be implemented?

Step 1: During the recruitment process, every new Spire affiliated supervisory principal, registered representative or investment adviser representative is required to submit to Spire’s Compliance Department a list of affiliate office employee’s that are equipped to use personal mobile devices and/or to have remote access to Spire’s network.

Step 2: Spire Conducts Annual Compliance Meetings where topic of Cyber Security is addressed.

Step 3: Initially, all affiliates and employees are required to complete and return the BYOD Acknowledge Form to the Compliance Department.

Step 4: Failure to agree to and abide by this BYOD Policy will prohibit the linking of the Spire network to your mobile device.



Spire BYOD Opt-In Agreement For Affiliates and Employees

As a condition to, and in consideration of, my use of a personally-owned electronic device while performing business-related duties and responsibilities, I acknowledge and agree as follows:

1. I acknowledge that Spire Investment Partners (“Spire”) needs to protect confidential information, including confidential information pertaining to its proprietary and business information, clients, and employees.
2. I acknowledge that “device” as used throughout this BYOD Opt-In Agreement (“BYOD Agreement”) includes: mobile phones, tablets, phablets, notebook computers, and any other electronic devices having networking and/or communication capabilities that synchronize to Spire’s corporate email exchange server.
3. I acknowledge and agree to the following user rules, policies, and understandings:
 - a. I agree to use all devices used for business purposes in a lawful and ethical manner, including compliance with Spire’s Policies and Procedures.
 - b. I am required to contact Spire’s Compliance department immediately about any security problems I may encounter such as the loss, theft, or security compromise of my device(s).
 - c. In the event any device is; lost, stolen, or reasonably believed to have been compromised by an unauthorized party, Spire may perform a remote data wipe, with the express approval of the owner, on all data that is synced to the Spire Exchange Server and may include personal data on my device, resulting in the loss of all data. I understand that this action is permanent and irreversible.
 - d. I recognize that backing up all personal data on my device is my responsibility and I understand that during the course of Spire’s exchange backups, personal data residing on my personal device may be included in Spire’s backup.
 - e. Before using any mobile device for Spire-related business; I will secure the device with a lock screen as directed by the branch policies & procedures.
 - f. Mobile Device Management software will be utilized on my device by Spire for the sole purpose of identifying connected devices and their use in conjunction with this policy.
 - g. Spire is not responsible for destroyed, lost, missing or damaged data or devices.
 - h. Spire may (with proper notice) make further updates, enhancements, and changes to our mobile device and security policy.
 - i. I understand, agree, and grant Spire access to my devices in order to cover business needs such as complying with a Court order, providing technical support, assisting in an internal firm or regulatory investigation or examination.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without regard to its choice of law rules. Any action, suit, arbitration or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of Spire’s BYOD Agreement shall be commenced only in a court of the State of Virginia (or, if appropriate, a federal court located within Virginia), and I consent to the jurisdiction of such a court.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ EACH PROVISION OF THIS AGREEMENT AND UNDERSTAND, ACCEPT AND AGREE TO BE BOUND BY EACH SUCH PROVISION.

Affiliate/Employee

Date: _____

Name: _____

Signature: _____