

# CLIENT PROFILE

## AND CO-ADVISORY AGREEMENT



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# CONFIDENTIAL CLIENT PROFILE and CO-ADVISORY AGREEMENT

Complete and return to:  
Brinker Capital Investments, LLC  
17605 Wright Street  
Omaha, NE 68130  
Telephone: 888-455-4244  
Fax: 402-431-4499  
Email: NBpaperworkSG@orion.com

This Confidential Client Profile contains six (6) consecutively numbered sections. Please complete each section. If you have any questions, please call your New Business Specialist at (888) 455-4244.

To help the government fight the funding of terrorism and money laundering activities, federal laws require all financial organizations to obtain, verify and record information that identifies each person who opens an account. When you open this account, we have asked for your name, address, date of birth, social security number, and other information that will allow us to identify you. We will use the information you provide us to verify your identity. We may also request a copy of your driver's license or other identifying documents.

## 1. FINANCIAL ADVISER STATEMENT.

\_\_\_\_\_  
Financial Adviser Name Rep Number of

\_\_\_\_\_  
Financial Adviser's Registered Investment Adviser

(collectively "we") would like to introduce you to Brinker Capital Investments, LLC ("Brinker") for the purpose of you possibly becoming an investment advisory client of Brinker.

We have an arrangement with Brinker pursuant to which we recommend Brinker's investment management services to our prospective clients. In accordance with your agreement with Brinker, you will be charged an investment advisory fee. As your financial adviser, we receive a portion of the investment advisory fee for our services. The fee we receive from Brinker for assisting with your relationship may be an amount up to 100% of your total investment advisory fee. In addition to these fees paid to us, Brinker may also pay referral fees to us for introducing other advisers to Brinker. These adviser referral fees are flat fees based upon the total assets brought to Brinker through the referral. While the fees paid to us by Brinker are not directly billed to clients, our relationship with Brinker may affect their willingness to negotiate a fee lower than their standard investment advisory fee and, therefore, may affect Brinker's advisory fees.

We are not affiliated with Brinker and we are not authorized to provide investment advice on behalf of Brinker or to act for or bind Brinker. No investment advisory agreement with Brinker will become effective until accepted by Brinker at its offices in Omaha, Nebraska.

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## 2. NEW ACCOUNT INFORMATION. Please print.

Client/Trustee Name: <i>First, M.I.</i>		<i>Last</i>	
Social Security #:	Date of Birth:	U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	Phone Number:
Co-Client/Co-Trustee Name: <i>First, M.I.</i>		<i>Last</i>	
Social Security #:	Date of Birth:	U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Title of Trust / Corporation / Entity ( <i>documentation establishing authority is required</i> ):			
Tax I.D. Number ( <i>if no tax I.D., trustee's social security number</i> ):			
Physical Address ( <i>required</i> ):			
City:		State:	Zip Code:
Mailing Address ( <i>optional</i> ):			
City:		State:	Zip Code:
Email Address:			

## 3. ELECTRONIC DELIVERY OF INFORMATION. This section is optional.

The following documents will be sent via electronic mail or made available on our online portal:

- Quarterly Account Statements
- Reports
- Advisory Fee Statements
- Marketing Literature
- Market Updates
- Other Correspondence

Please provide your email address in the space above in order to receive these important notifications.

Additionally, if you prefer to receive regulatory disclosures such as our Form ADV Part 2 and Annual Privacy Notice electronically, then initial the box to the left.

Client Initials

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## 4. HOUSEHOLDING.

For accounts that share the same mailing address, Brinker has the ability to combine multiple accounts into the same "household". This benefits you because all of your accounts will be reported on the same statement and you only need to make updates, such as address changes, once and they will be applied across all of your accounts. Accounts within the same household also get combined for breakpoint credit when we calculate your advisory fee.

Before combining accounts owned by multiple individuals into the same household, there are a few things you should be aware of:

- As mentioned above, all of your household accounts will be listed on the same statement.
- Only one copy of certain communications may be sent to households.
- If you select electronic delivery in Section 3, above, household communications will be sent to the email address listed in Section 2, above.

If you wish to combine accounts with another individual into the same household, either enter their information in section 2 above or provide their information below:

Name: \_\_\_\_\_ Last 4 Digits of SSN: \_\_\_\_\_

## 5. CLIENT SIGNATURES.

NOTE: THE INVESTMENT ADVISORY AGREEMENT CONTAINS AN ARBITRATION CLAUSE.

I/we acknowledge receipt of Brinker's Form CRS and I/we hereby certify Part 2A & 2B of Brinker's Form ADV, as well as a copy of the Financial Adviser Disclosure Statement describing the arrangements between the Financial Adviser and Brinker as found in Section 1 of the Client Profile.

\_\_\_\_\_  
Client/Trustee Signature (required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Client/Co-Trustee Signature (if more than one, all principals must sign)

\_\_\_\_\_  
Date

## 6. FINANCIAL ADVISER SIGNATURE. This Section is for your Financial Adviser to affirm they have reviewed the Confidential Client Profile and Investment Advisory Agreement with you.

I have reviewed Brinker's advisory services with the client(s) referenced in this Confidential Client Profile. I agree not to take any actions with respect to the accounts listed herein unless authorized by the client(s). I agree to meet with the client(s) at least annually to determine whether there have been any changes in the client's financial situation or investment objectives and whether the client wishes to impose any reasonable restrictions on the management of their account(s). I certify that I have verified the identity of the Client(s) whose signature(s) appear above through viewing appropriate identifying documentation such as a driver's license or passport.

If the client has signed the Financial Adviser Authorization (Limited Power of Attorney) Section, I will act at all times with proper authority given by the client for all actions initiated by me pertaining to the client's account(s) with Brinker. I will not use my authority to engage in market timing or frequent trading activities.

I will indemnify and hold harmless Brinker and any of Brinker's agents, officers, directors, managers, and employees against any and all losses, claims, damages, liabilities, actions, proceedings, judgments, or costs, including attorneys' fees, which these parties may incur by relying upon my instructions, as well as the recommendation I have made to the client.

\_\_\_\_\_  
Financial Adviser Signature (Required)

\_\_\_\_\_  
Date

FACTS		WHAT DOES BRINKER CAPITAL INVESTMENTS, LLC (“BRINKER”) DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number</li><li>• employment information</li><li>• account balances</li><li>• risk tolerance</li><li>• account transactions</li><li>• assets and income</li><li>• investment experience</li><li>• transaction history and wire transfer instructions</li></ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Brinker chooses to share; and whether you can limit this sharing.		
REASONS WE CAN SHARE YOUR PERSONAL INFORMATION		DOES BRINKER SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus		Yes	No
For our marketing purposes – to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates’ everyday business purposes – information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes – information about your creditworthiness		No	We do not share
For our affiliates to market to you		No	We do not share
For non-affiliates to market to you		No	We do not share
Who We Are			
Who is providing this notice?		Brinker Capital Investments, LLC	



<b>What We Do</b>	
<b>How does Brinker protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Brinker collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>● open an account</li> <li>● provide account information</li> <li>● give us your income information</li> <li>● give us your contact information</li> <li>● provide employment information</li> <li>● enter into an investment advisory contract</li> <li>● tell us about your investments or retirement portfolio</li> <li>● seek advice about your investments</li> </ul>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include Advizr, Inc., Brinker Capital Holdings, LLC, Brinker Capital Securities, LLC, Constellation Trust Company, NorthStar Advizr Holdings, Inc., NorthStar CTC Holdings, Inc., NorthStar Financial Services Group, LLC, Orion Advisor Solutions, Inc., Orion Advisor Solutions, LLC, Orion Advisor Technology, LLC, and Orion Portfolio Solutions, LLC.</p>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● Brinker does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between non affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● Our joint marketing partners include financial institutions.</li> </ul>
<b>Other Important Information</b>	
<b>Questions?</b>	Call (888) 455-4244 or go to <a href="http://www.brinkercapitalinvestments.com">www.brinkercapitalinvestments.com</a>



# Co-Advisory Investment Advisory Agreement

17605 Wright Street

Omaha, NE 68130

Telephone: 888-455-4244

Fax: 402-431-4499

**THIS INVESTMENT ADVISORY AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the client (hereinafter referred to as "Client") whose identity and signature are set forth on the client profile or other questionnaire used to obtain information about the client (the "Client Profile"), and Brinker Capital Investments, LLC (hereinafter referred to as "Brinker"). This Agreement shall be effective as of the date Brinker accepts management of the assets of the Client referenced in the Client Profile (the "Managed Assets").

**WHEREAS**, Brinker is registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended, (the "Advisers Act") as an investment adviser.

**WHEREAS**, Brinker provides investment management services and the Client wishes to retain Brinker to act as his/her investment adviser in accordance with the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises set forth below, Brinker and the Client agree as follows:

**Section 1. Investment Management Services.** The Client may select one of the investment services (the "Service") offered by Brinker, as set forth on the client profile and corresponding Investment Strategy Selection form, if applicable, or on other requested forms, which have been prepared by the Client and submitted to Brinker (the "Client Profile"). Brinker will manage the Managed Assets in the manner described within each Service selected. Client hereby appoints Brinker as attorney-in-fact with full trading authority over the Managed Assets and grants Brinker full discretion and authority to buy, sell, or otherwise effect investment and reinvestment transactions involving the Managed Assets without first consulting the Client, in accordance with the Client Profile and the selected Service. The Client understands that selecting one of the Services offered by Brinker may result in different performance results than what otherwise might have been achieved had the Client selected one of the other Services offered by Brinker. In addition, clients in the same Service may have varying performance due to differing investment objectives and risk tolerance. (See Section 9, Risk Acknowledgment.) Client acknowledges receipt of information describing the selected Service and understands that under some Services, the Managed Assets may be invested in Affiliated Funds (defined below), or by utilizing investment research, model portfolios or sub-advisory services provided by third parties. If the Client wishes to transfer the Client's Managed Assets from one Service to another Service, the Client must notify Brinker in writing and complete the appropriate documentation. Client understands that Brinker may create additional Services, and upon written notice to Client, Brinker may discontinue or change existing Services; provided, that in the event Brinker changes a Client's existing Service, Brinker shall be responsible for ensuring the revised Service is appropriate for the Client based on the Client's investment objectives and Client Profile. The Client understands that the Services provided under this Agreement are limited to the management of the Managed Assets (which shall include all gains, dividends, interest and other earnings on investments comprising the Managed Assets) and does not include financial planning or any other related or unrelated services.

The Client may at any time, deposit additional funds and/or securities with the Custodian (defined in Section 3) so as to increase the Managed Assets and the Client may withdraw Managed Assets at any time. The Client hereby agrees to notify Brinker each time a deposit or withdrawal is made as such changes will affect Brinker's management of the Managed Assets.

The Client's financial circumstances and investment objectives and any special instructions or limits that the Client wishes Brinker to follow in managing the Managed Assets are described in the Client Profile. The Client represents that the information on the Client Profile is a complete and accurate representation of Client's financial position and goals at the time of entering into this Agreement. The Client agrees to promptly notify Brinker or its Advisor (as defined below) in writing of any change in the information provided by the Client in the Client Profile or on other written correspondence, or of any change in the Client's financial circumstances or investment objectives that might affect the manner in which the Client's Managed Assets should be managed. The Client also agrees to provide Brinker and Advisor with such additional information as Brinker may request from time to time to assist it in managing the Managed Assets. Brinker's authority under this Agreement will remain in effect until this Agreement is terminated by the Client or Brinker as provided in **Section 14**.

Client has been recommended to Brinker by the advisor set forth on the Client Profile (the "Advisor") based on the financial circumstances, investment objectives, and/or other information, including any reasonable restrictions on the management of Client's account, communicated by Client to Advisor and reflected in the Client Profile provided to Brinker. In connection with such non-discretionary recommendation, Advisor has agreed to also make periodic contact, at least annually to Client, to assist Client in understanding the investment advisory services of Brinker and to obtain and/or to update Client information and forward the same to Brinker. Advisor is not authorized to and shall not make any investment recommendations on behalf of Brinker, give any investment advice on behalf of Brinker, nor accept any client on behalf of Brinker. **Advisor is responsible for the conduct and proper supervision of its representatives.** Advisor's non-discretionary recommendation will be consistent with the terms of the Co-Advisory Agreement by and between Brinker and Advisor, instructions given by Brinker, the 1940 Act, and all applicable federal and state laws, rules and regulations.

Brinker and/or its Affiliated Persons (as defined below) will not be responsible for any loss, liability, cost or expense resulting from acting upon oral or written instruction that Brinker and/or its Affiliated Person(s) reasonably believes to be genuine from the Client. Brinker will employ reasonable procedures to confirm that instructions communicated by telephone or in writing are genuine. Such procedures will be communicated to the Client and may be changed from time to time. **For the mutual protection of the Client and Brinker, the Client consents to the recording of any telephone conversations between Client and Brinker.**

**Section 2. Execution of Investment Account Transactions.** Brinker will arrange for the execution of securities transactions for the Managed Assets through the Custodian authorized by the Client or through such broker-dealers or other financial intermediaries as may be selected by Brinker. The Client may also be responsible for transaction charges to cover costs associated with trade executions. The Client acknowledges that the Managed Assets may be monitored for excessive and other forms of abusive trading and may be subject to administrative procedures and/or restrictions developed by service providers or implemented by service providers at the direction of investment option providers. These policies may take the form of redemption fees and/or purchase block or other trade restrictions. Information on redemption fees or trade restrictions may be found in the individual fund prospectuses.

Transactions for the Client's Managed Assets will be effected independently of transactions for other clients of Brinker; provided that Brinker may combine transactions for the Client with transactions of other clients holding the same securities, in order to seek to obtain a better price, lower transaction costs or to achieve administrative and/or transactional efficiencies, in accordance with procedures employed by Brinker that are intended to ensure that all clients participating in the combined order are treated fairly and equitably.

The Client agrees that if necessary, Brinker may provide a copy of Client's Client Profile and this Investment Advisory Agreement as evidence of Brinker's authority to act for the Client to: (i) any broker or dealer; (ii) the Custodian; and (iii) any other party to transactions involving the Client's Managed Assets.

The Client authorizes Brinker to electronically download the Client's account information from the Client's Custodian.

**Section 3. Custody of Assets.** Custody of the Managed Assets will be maintained by a mutual fund company (which may include a company affiliated with Brinker), a variable annuity insurance company, an alternative custodian recommended by Brinker, including a custodian affiliated with Brinker, or by an independent custodian selected by the Client (the "Custodian"). If the Client chooses an independent custodian, the Client will send a copy of the custodial agreement to **Brinker does not serve as Custodian of any of the Managed Assets. The Client will be solely responsible for paying all fees or charges of the Custodian.** The Client authorizes Brinker to give the Custodian instructions for the purchase, sale, conversion, redemption, exchange, delivery, receipt, payment or retention of any security, cash or cash equivalent or other asset under management. The Client also authorizes and directs Brinker to instruct the Custodian on the Client's behalf to: (i) send the Client (at least quarterly) a statement showing all transactions occurring with the Client's Managed Assets during such period, and showing the funds, securities and other property comprising the Managed Assets at the end of the period; and (ii) provide Brinker copies of all periodic statements and other reports for the Managed Assets that the Custodian sends to the Client.

**Section 4. Reports.** The Custodian will send the Client quarterly written statements of the Managed Assets, which will include the beginning period balance, the current market value and all transactions in the Managed Assets and all fees or other charges deducted from the Managed Assets during the period covered by the statement. Brinker may also provide the Client a quarterly statement. The Client agrees to carefully review the periodic statements and/or other reports provided to the Client within 30 days of receipt and notify Brinker of any discrepancies.

**Section 5. Advisory Fees.** The Client will pay Brinker a fee ("Advisory Fee") for its Services. The Advisory Fee will be determined and assessed as indicated on the **Client Profile**. Unless otherwise stated in the Client Profile, all Advisory Fees will be billed quarterly, in advance on a calendar quarter basis. The initial advisory fee period will be from the day Brinker accepts management of the Managed Assets through the last day of the advisory fee period. All subsequent advisory fee periods will be from the first day of the calendar quarter through the last day of the calendar quarter. Advisory Fee adjustments will be made to bill for capital additions made during an advisory fee period. No Advisory Fee adjustments will be made for withdrawals during an advisory fee period; however, upon termination, Brinker will issue the Client a prorated refund of all unearned Advisory Fees that were paid in advance. In any partial advisory fee period, the Advisory Fee will be prorated based on the number of days that the assets are under management during the period. The Client understands that the Advisory Fee as represented in the Client Profile is in addition to all operating expenses and other costs paid by the mutual funds, variable annuities, exchange traded funds and/or other securities (the "Funds") in which the Managed

bear his or her proportionate share of all fees and expenses paid by the Funds. In addition, the Advisory Fee does not cover any contingent deferred sales charges on withdrawals that will be paid by the Client. **The Client understands that under some Services offered by Brinker, as much as one hundred percent (100%) of the Managed Assets may be invested in shares of Funds that are advised or managed by Brinker and/or Affiliated Persons ("Affiliated Funds"). The use of Affiliated Funds by Brinker is limited to certain Services and is set forth in the corresponding Service description.** Client understands that Brinker receives a management fee from the Affiliated Funds and that Affiliated Persons of Brinker may receive compensation for providing additional services to the Affiliated Funds, as set forth in the applicable prospectus. To offset fees received by Brinker from Affiliated Funds, Managed Assets invested in Affiliated Funds are excluded from the Brinker Retained Portion of the advisory fee. Because markets fluctuate and the exact allocation to our Affiliated Funds in Hybrid strategies will fluctuate along with the market, Brinker uses the maximum allocation to Affiliated Funds as appropriate, for purposes of calculating the amount of Managed Assets excluded from the Brinker Retained Portion of the advisory fee. The Client may, at any time, prohibit Brinker from placing any Managed Assets in Affiliated Funds. **Please consult the Client Profile, Brinker's Form ADV Part 2A, and the applicable prospectuses carefully to understand the costs involved.**

The Client understands that for the Services in which Brinker utilizes investment research, portfolio models or sub-advisory services provided by third parties, a portion of the Advisory Fee paid to Brinker may be used to compensate these third party providers. The Client also understands that if Client purchases shares of a Fund directly from the Fund, Client would not pay an advisory fee to Brinker may pay all or any amount of the Advisory Fee to Advisor, as indicated in the Client Profile. Brinker may also use part of the Advisory Fee to compensate other third parties who assist with certain administrative tasks associated with the Services. Brinker reserves the right to negotiate Advisory Fees. Client understands that same or similar Services may be available from other investment advisers for a lower advisory fee.

The Client agrees to pay Brinker for its Services by authorizing the Custodian to deduct the Advisory Fee directly from the Managed Assets and pay Brinker's Advisory Fee for each Advisory Fee cycle unless otherwise indicated on the Client Profile. The Custodian will send the Client a quarterly statement or confirmations showing all amounts paid from the Managed Assets, including all Advisory Fees paid by Custodian to Brinker. The Client is solely responsible for verifying the accuracy of the fee calculations and acknowledges that the Custodian will not determine whether the fee is properly calculated.

**Section 6. Valuation.** Brinker will value securities in the Managed Assets that are listed on a national securities exchange or on the NASDAQ exchange at the closing price on the valuation date and on the principal market where the securities are traded. Other securities or investments in the Managed Assets will be valued to reflect fair market value as determined in good faith by Brinker.

**Section 7. Confidentiality.** In accordance with Brinker's privacy policy and except as otherwise agreed in writing, or as permitted or required by law, or as necessary to provide the Service(s) to the Client, it is Brinker's policy to keep confidential all information concerning Client's identity, financial affairs or investments. The Client authorizes Brinker to use the performance data of the Managed Assets in the compilation of Brinker's performance data.

Brinker and/or its personnel and affiliates ("Affiliated Persons") may obtain material, nonpublic or other confidential information that, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, Brinker and/or its Affiliated Persons may not disclose or use this information for their personal benefit or for the benefit of any person, including clients of Brinker. If Brinker and/or any Affiliated Person



obtains nonpublic or other confidential information about any issuer, Brinker will have no obligation to disclose the information to the Client or use it for the Client's benefit.

**Section 8. Other Investment Accounts.** The Client understands that Brinker serves as investment adviser for other clients and may continue to do so. The Client also understands that Brinker and its Affiliated Persons may give advice to or take actions for other clients, or for their own accounts, that may differ from the advice given to or actions taken for the Client. Brinker is not obligated to buy, sell or recommend for the Client any security or other investment that Brinker or its Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Brinker or any of its Affiliated Persons from buying, selling or trading in any securities or other investments for their own accounts.

**Section 9. Risk Acknowledgment.** Brinker does not guarantee the future performance or any specific level of performance of the Managed Assets, the success of the Service selected by the Client, the success of any investment decision or strategy that Brinker may use, or the success of Brinker's overall management of the Managed Assets. The Client understands that investment decisions made for Client's Managed Assets by Brinker are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. Brinker will manage only the securities, cash and other investments that are part of the Managed Assets. In making investment decisions for the Managed Assets, Brinker will not consider any other securities, cash or other investments unless they are listed on the Client Profile. Except as may otherwise be provided by law, Brinker will not be liable to the Client for: (i) any recommendations made to Client by Advisor; (ii) any loss that the Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Brinker with the degree of care, skill, prudence and diligence, under the circumstances that a prudent person acting in a fiduciary capacity would use; (iii) any loss arising from Brinker's adherence to the Client's instructions; (iv) any act or failure to act by the Custodian, any broker or dealer to which Brinker directs transactions for the Managed Assets, or by any other third party; or (v) proper diversification of all of Client's assets. Federal and state securities laws and the Employee Retirement Income Security Act of 1974, as amended ("ERISA") impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement will waive or limit any rights that the Client may have under those laws.

**Section 10. Retirement or Employee Benefit Plan Accounts.** This Section applies if the Managed Assets are for a: (i) pension or other employee benefit plan (including a 401(k) plan) governed by ERISA; (ii) tax-qualified retirement plan (including a Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (iii) any plan covered by section 4975(e)(1) of the Code, including an individual retirement account ("IRA") under Section 408 of the Code (each, a "Retirement Client"). Brinker understands that it acts as a fiduciary under Section 3(21) of ERISA with respect to such Retirement Clients and will comply with the requirements set forth thereunder, including (i) providing advice that reflects the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, based on the investment objectives, risk tolerance, financial circumstances, and needs of the Retirement Client (as communicated to Brinker by Retirement Client or the Advisor) and without regard to the financial or other interests of Brinker or any Affiliated Person; (ii) receipt by Brinker or an Affiliated Person of no more than "reasonable" compensation for Services provided by Brinker or an Affiliated Person to the Retirement Client; and (iii) adoption by Brinker with written policies and procedures reasonably designed to ensure its adherence to the foregoing.

If the Managed Assets are for a plan subject to ERISA (the "Plan"), the Client appoints Brinker, and Brinker accepts its appointment, as an "investment manager" within the meaning of Section 3(38) of ERISA and the Code, and Brinker acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA (with respect to the Plan and with respect to any recommendations regarding any participant or beneficiary account invested through the Plan) and Section 4975(e)(3) of the Code (but only with respect to the provision of Services described in Section 1 of this Agreement). Brinker represents that it is registered as an investment adviser under the Advisers Act.

If the Managed Assets are subject to a Plan, the Client represents that Brinker is authorized to perform the services contracted hereunder and Client has authority to retain Brinker. The Client agrees that if there are any amendments to the Plan affecting the rights or obligations of Brinker, such amendments will be binding on Brinker only when agreed to by Brinker in writing. If the Managed Assets contain only a part of the assets of the Plan, the Client understands that Brinker will have no responsibility for the diversification of all of the Plan's investments, and that Brinker will have no duty, responsibility or liability for the Client assets that are not part of the Managed Assets. The Client agrees to notify Brinker, in writing, if the Managed Assets are subject to ERISA. For Managed Assets subject to ERISA, Brinker will obtain and maintain necessary ERISA bonding that covers Brinker and its Affiliated Persons.

**Section 11. Errors.** In the event Brinker makes an error in the management of the Managed Assets that results in a loss to the Client, the Client agrees that Brinker may offset the amount of the loss against any gain resulting from a transaction or transactions effected to correct the error or against the Client's Advisory Fees that would otherwise be charged hereunder.

**Section 12. Other Legal Actions.** The Client agrees that Brinker will not advise or act for the Client in any legal proceedings, including bankruptcies or class actions, involving the Managed Assets or their issuers.

**Section 13. Proxy Voting.** Proxies in respect for securities held as the Managed Assets will be received by the Client directly from the Custodian or will be handled as otherwise agreed between the Client and the Custodian. The Client agrees that Brinker will not vote, or give any advice about how to vote, proxies for securities held in the Managed Assets. If the Managed Assets are for a pension or other employee benefit plan governed by ERISA, the Client directs Brinker not to vote proxies for securities held in the Managed Assets because the right to vote such proxies has been expressly reserved to the plan's trustees. If the Managed Assets include Affiliated Funds, any proxies received by an Affiliated Fund as a shareholder of any underlying fund in which the Affiliated Funds invest will be voted by Brinker or an Affiliated Person of Brinker, acting in its capacity as the investment adviser of the Affiliated Fund, in the same proportion that all shares of the underlying funds are voted or in accordance with instructions received from underlying fund shareholders.

**Section 14. Termination.** This Agreement will continue in effect until terminated by either party by written notice to the other party. Termination of this Agreement will not affect: (i) the validity of any action previously taken by Brinker under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay the Advisory Fee to Brinker (prorated through the date of termination). If the Client terminates this Agreement within five (5) business days from the date of inception, all Advisory Fees paid in advance will be refunded. Upon the termination of this Agreement, Brinker will have no obligation to recommend or take any action with regard to the Managed Assets. Termination requests that include liquidation instructions or other additional requests shall be treated as a termination and the Client shall assume responsibility for the liquidation and/or other action.

Upon termination of the Agreement, Client agrees to pay Brinker an administrative fee of \$75. The fee will be utilized by Brinker to cover the administrative costs associated with terminating the Agreement. The termination fee will be deducted from any Advisory Fee refund owed to Client. If the termination fee owed to Brinker exceeds the Advisory Fee refund owed to Client, Client authorizes Brinker to deduct the remaining portion of the termination fee from Client's Account.

**Section 15. The Client's Authority.** If the Client is an individual, the Client represents that he or she is of full legal age in Client's state of residence. If the Client is a corporation, partnership, trust or other entity, the person signing this Agreement for the Client represents that he or she has been authorized to do so by the corporation, partnership, trust or other entity. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Brinker's investment management strategies, allocation procedures and investment management services are authorized under the applicable plan, trust or law, and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. The Client will inform Brinker of any event that might affect this authority or the propriety of this Agreement. The Client represents that he or she is familiar with the advisory services offered by Brinker.

**Section 16. Death or Disability.** If the Client is a natural person, the death, disability or incompetency of the Client will not terminate or change the terms of this Agreement. However, the Client's executor, guardian, attorney-in-fact or other authorized representative (as substantiated by proper documentation) may terminate this Agreement by giving written notice to Brinker.

**Section 17. Binding Agreement.** This Agreement will bind, and be for the benefit of, the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned (within the meaning of the Advisers Act) by either party without the prior consent of the other party.

**Section 18. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to any conflict of law or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisers Act, any rule or order of the Securities and Exchange Commission, and if applicable to the Managed Assets, ERISA and any rule or order of the Department of Labor under ERISA. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, that provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

**Section 19. Notices.** Any notice, advice or report to be given to Brinker under this Agreement will be delivered either in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Brinker at its address listed at the top of this Agreement and sent to the attention of Legal Counsel or at such other address as Brinker may designate in writing. Unless otherwise agreed, any notice, advice or report given to the Client under this Agreement will be delivered either in person, by U.S. mail or overnight courier (postage prepaid), via electronic mail or sent by facsimile transmission (with a hard copy sent by U.S. mail) to the Client at the address set forth in the Client Profile or at such other address as the Client may designate in writing.

Client notices, including quarterly account statements, reports, advisory fee statements, marketing literature, and other correspondence will be delivered via electronic mail or made available on our online portal. Clients may also select to have all regulatory disclosures, including prospectuses, Brinker's ADV, Brinker's

ERISA required disclosures, and updates to the same, delivered electronically. By selecting to receive such disclosures electronically, Client acknowledges that (i) electronic delivery is not a condition to retaining Brinker's services; (ii) all regulatory disclosures shall be provided by Brinker in written form upon the Client's request and for no additional charge; however Client may incur certain expenses in connection with electronic receipt of regulatory disclosures (e.g., fees charged by an internet service provider or telephone company, and printing); (iii) electronic delivery entails certain risks (e.g., misdelivery, interception and system outages and delays); and (iv) it is Client's responsibility to ensure Client's e-mail address remains current in Brinker's records. Client understands that when a notice or disclosure is available which contains confidential information, Client will receive an e-mail with instructions to enter a secure web site to access the notice or disclosure, and Client will be required to enter a user identification and password (provided by Brinker) before viewing the notice. Client's consent for electronic delivery of Brinker's regulatory disclosures is effective until revoked and may be revoked by Client at any time by providing Brinker written notice.

**Section 20. Arbitration.** *Any dispute or controversy arising out of or related to this Agreement, including a claim of rescission hereof, shall be settled by arbitration in accordance with the securities arbitration rules then in effect of the American Arbitration Association, unless both parties to this Agreement agree in writing to settle such dispute or controversy in a different manner. This binding arbitration clause in no way limits or affects the Client's rights under the Advisers Act.*

**Section 21. Financial Advisers.** The Client acknowledges that Brinker and its representatives, affiliates or financial advisors (including Advisor) may be registered as representatives of a broker-dealer, and as such, may receive commissions, sales compensation and/or other income from such broker-dealer as a result of the sale of mutual funds, variable annuities and/or other investments that may be recommended by Brinker to its advisory clients from time to time. In addition, Advisor may receive a portion of the fees paid under this Agreement (see Section 5, Advisory Fees).

**Section 22. Tax Consequences.** Any securities placed under management by the Client may ultimately be sold by Brinker for the account of the Client, thus causing the Client to incur a taxable capital gain or loss depending on the Client's cost basis in the securities. Withdrawals, including those made for fee payments, made from tax-qualified or tax-advantaged accounts also may result in a taxable event for the Client. The Client should consult with his or her own tax advisor for advice on the tax consequences of any transactions. The Client shall be responsible for meeting all of Client's own tax obligations, including the requirement for any Required Minimum Distributions.

**Brinker does NOT provide tax advice.**

**Section 23. Miscellaneous.** This Agreement shall be binding on the parties. Brinker shall have the right to amend or modify this Agreement by providing Client advance written notice of such modifications and the date when such modifications shall thereafter become effective. Brinker's failure to insist at any time upon strict compliance with this Agreement or with any of the terms of this Agreement, or any continued course of such conduct on its part, will not constitute or be considered a waiver by Brinker of any of its rights or privileges. This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement and supersedes any and all previous agreements and understandings.

**Section 24. Construction.** Whenever the singular number is used in the Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders and vice versa; and the word "person" or "party" shall include a corporation, firm partnership, proprietorship, or other form of association. Headings, paragraphs and other captions contained in the Agreement are inserted for reference purposes and for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

**Section 25. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**Section 26. Counterparts.** This Agreement may be executed in counterparts, all of which shall be deemed to be one and the same instrument.

**Section 27. Force Majeure.** Brinker shall not be liable for failure or losses caused by conditions and events beyond its control including, without limitation: fire, electrical, mechanical or equipment breakdowns, delays by third party vendors and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of governmental authority or new governmental restrictions, market fluctuations or acts of God.

**Section 28. USA Patriot Act Disclosure.** To help the government fight the funding of terrorism and money laundering activities, federal laws require certain financial organizations to obtain, verify and record information that identifies each individual who opens an account. When an advisory client opens an account with Brinker requires the client's name, address, date of birth, social security number and other information that will allow Brinker to verify the client's identity. Brinker may also require a copy of the client's driver's license or other identifying documents. The Client represents that the monies comprising the Managed Assets are derived from legitimate sources and are not the result of or connected with any illegal activity.



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