



Confidential Client Profile and Investment Advisory Agreement

This Confidential Client Profile contains seven (7) consecutively numbered sections. Please complete each section.

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. CLIENT INFORMATION. Please print.

Account Title

Client Account # (if available):

Account Value \$:

2. FINANCIAL ADVISER INFORMATION.

Financial Adviser Name _____ Rep Number _____ of _____

Financial Adviser's Registered Investment Adviser _____

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

4. INVESTMENT OBJECTIVES. Please check the appropriate box for each question. Do not select more than one answer.

1. Which one of the following best describes your primary investment objective?

Wealth Accumulation <i>Emphasis on continued capital appreciation in accordance with your overall risk tolerance.</i>	Wealth Maintenance <i>Emphasis on maintaining a desired lifestyle or level of financial security.</i>	Wealth Distribution <i>Emphasis on using wealth for living expenses.</i>
<input type="checkbox"/> (12)	<input type="checkbox"/> (6)	<input type="checkbox"/> (1)

2. Approximately how many years do you expect to continue to invest your assets in the stock market?

0 - 3 years	3 - 5 years	6 - 10 years	11 - 15 years	Greater than 15 years
<input type="checkbox"/> (0)	<input type="checkbox"/> (4)	<input type="checkbox"/> (8)	<input type="checkbox"/> (12)	<input type="checkbox"/> (16)

3. Assume you are investing \$100,000 and can choose from the five hypothetical portfolios shown in the table below. The dollar values for each portfolio represent two possible returns – low and high – after one year. Assuming there is an equal chance of achieving either result (low or high), indicate which portfolio represents the maximum risk/return trade-off you would be willing to accept.

Possible High Value	\$148,352	\$139,263	\$130,146	\$121,834	\$114,051	<i>The maximum gain or loss on an investment is impossible to predict. The ranges shown in the chart are hypothetical and are designed solely to gauge an investor's tolerance for risk.</i>
Possible Low Value	\$58,863	\$67,529	\$77,073	\$87,514	\$98,860	
A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	(12)	(9)	(6)	(3)	(0)	
B						

4. Please indicate the level of risk with which you are most comfortable (select one response):

0	1	2	3	4	5	6	7	8	9	10
<input type="checkbox"/> (0)	<input type="checkbox"/> (2)	<input type="checkbox"/> (4)	<input type="checkbox"/> (6)	<input type="checkbox"/> (8)	<input type="checkbox"/> (10)	<input type="checkbox"/> (12)	<input type="checkbox"/> (14)	<input type="checkbox"/> (16)	<input type="checkbox"/> (18)	<input type="checkbox"/> (20)

If you select "0", "1" or "2", Brinker's investment methodology may not be appropriate for your portfolio.

5. How long are you prepared to wait for your account to return to its original value after a down market?

Less than 18 months	18 months - 2 years	2 - 3 years	3 - 5 years	More than 5 years
<input type="checkbox"/> (0)	<input type="checkbox"/> (4)	<input type="checkbox"/> (8)	<input type="checkbox"/> (12)	<input type="checkbox"/> (16)

6. My current and future income (salary, pension, etc.) is:

Very secure/stable	Mostly secure/stable	Secure/stable	Somewhat secure/stable	Not secure/stable
<input type="checkbox"/> (12)	<input type="checkbox"/> (9)	<input type="checkbox"/> (6)	<input type="checkbox"/> (3)	<input type="checkbox"/> (0)

7. How able are you to handle financial emergencies with assets outside of your Brinker account(s)?

Very able	Mostly able	Able	Somewhat able	Not able
<input type="checkbox"/> (12)	<input type="checkbox"/> (9)	<input type="checkbox"/> (6)	<input type="checkbox"/> (3)	<input type="checkbox"/> (0)

Both preferences below are optional.

8. I would like to impose a score (expressed as a percentage of the risk of a well-diversified equity portfolio) of: _____%
The higher your score, the more aggressively your portfolio will be allocated.

9. Please enroll me in the Lifestyle Option. By selecting this option, I understand that my risk budget will decrease by one point each year. Therefore, as I age, my portfolio will become more conservative. *The Lifestyle Option is not available for Focused strategies and your selection of the Lifestyle Option will be disregarded when enrolling in those strategies.*

If your score is under 20, Brinker's methodology may not be appropriate for your portfolio. A score under 20 will be increased and the portfolio will be managed at a Risk Budget 20.

5. MASTER MANAGER.

1. What is the primary objective for your account?

- Accumulation (Master Manager Strategy) **Minimum \$500,000**
- Income Generation* (Master Manager Managed Income Strategy) **Minimum \$500,000**
- Tax Management* (Master Manager Tax Managed Strategy) **Minimum \$750,000**

2. Would you like Brinker to utilize individual stocks? Yes No

3. Would you like Brinker to utilize individual bonds? Yes No

**If you select the Master Manager Tax-Managed Strategy, please complete the Tax Information section. If you select the Master Manager Managed Income Strategy, please complete the Reserve Account Preferences section.*

FOR TAX-MANAGED STRATEGIES ONLY: TAX INFORMATION.

1. What is your highest (marginal) federal tax rate?

(Your marginal tax rate is the rate of tax that would be paid on an additional dollar of income.)

- Less than or equal to 25% 28% 33% 35% 39%

2. If your marginal tax rate is above 25%, please indicate your effective tax rate: _____
(The effective tax rate is the rate of tax paid on your total income.)

3. In which state do you pay taxes? _____

4. Are you subject to Alternative Minimum Tax? Yes No
(The alternative minimum tax is an extra tax some people must pay in addition to regular income tax.)

5. Are there investments within your current portfolio that will need to be liquidated in a tax efficient manner? Yes No
(Cost basis information is required in order to implement an effective tax efficient strategy.)

6. If yes, would you like to impose a specific plan for liquidation of current assets? Yes No

Please specify the plan: _____

FOR MASTER MANAGER MANAGED INCOME STRATEGIES ONLY: RESERVE ACCOUNT PREFERENCES.

***Do you want to use the Reserve Account?**

- Yes (specify amount below) No

The Reserve Account is a low-risk managed account comprised of low-duration bonds for approaching income needs.

Reserve Account \$ _____

SUPPLEMENT TO INVESTMENT ADVISORY AGREEMENT & CONSENT TO USE OF SUB-ADVISER.

Consent to use of sub-adviser. The language below supplements the terms of your Investment Advisory Agreement with Brinker Capital Investments, LLC ("Brinker"). Capitalized words referenced refer to their corresponding definitions in the Investment Advisory Agreement:

Client agrees that in providing investment advisory services, Brinker may retain Crossmark Global Investments ("Crossmark"), a federally registered investment adviser, as a sub-adviser to manage all or a portion of Client's Managed Assets. Client understands that Brinker will determine whether to utilize Crossmark for the client's portfolio based on the Client's investment objectives as indicated in the Client Profile and this Strategy Page. Client understands that Crossmark has agreed to abide by all applicable laws and written policies, procedures and guidelines governing the management of the Client's account, including the protection of the Client's confidential information. Client hereby grants Crossmark, as applicable, with full trading 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 Brinker Service. Client further understands and agrees that Brinker may retain the services of additional sub-advisers or replace existing sub-advisers by providing the Client advanced written notice.

Brinker agrees that it will provide continual supervision of the Client's account and the actions of Crossmark in connection with the Client's Managed Assets. Upon proper notice by the Client, Brinker will refrain from the appointment of, or terminate as permitted under applicable contracts, any sub-adviser appointment pursuant to this authority. Brinker also agrees that it will be responsible for the payment of any advisory fee charges of Crossmark with respect to the Managed Assets unless otherwise agreed to in writing by the Client.

6. INVESTMENT RESTRICTIONS.

Describe below any investment restrictions you would like to impose on your account (e.g., limiting your account to socially responsible funds). If the restriction applies to a specific strategy, please indicate that below.

Please Note: Some restrictions you request may limit Brinker's ability to manage your account and your account's performance may differ from the performance of accounts with or without similar restrictions.

If your account currently holds a position that you want to continue to hold, please list it above. If it is not listed, it will be liquidated by Brinker and the proceeds will be allocated to the strategy indicated above. Certain mutual funds may impose a deferred sales charge (load) when you sell your shares. Please refer to the fee and expense table in the prospectus or profile. Additionally, certain custodians may require a minimum holding period for securities purchased commission-free. You may be charged a short-term trading fee if the minimum holding period is not met. Please contact your custodian for more information regarding these fees.

7. 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.

I certify that (1) I have elected Brinker to act as investment adviser to my account(s) listed herein and I have received a copy of the Investment Advisory Agreement and any supplements or amendments thereto that govern the management of my account(s) and have read, understand, and agree to the terms and conditions contained therein, (2) I agree to pay the Advisory Fees set forth herein, and (3) I have the full legal power and authority to enter into this Investment Advisory Agreement.

I hereby authorize my financial representative ("Financial Adviser") identified under the "Financial Adviser Signature" section of the Client Profile to communicate with Brinker to obtain all information regarding my account. I agree to indemnify and hold Brinker harmless for releasing my information to my Financial Adviser.

Client/Trustee Signature (required)

Date

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

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"> ● Social Security number ● employment information ● account balances ● risk tolerance ● account transactions ● assets and income ● investment experience ● transaction history and wire transfer instructions <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		



What We Do	
How does Brinker protect my personal information?	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.
How does Brinker collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> ● open an account ● provide account information ● give us your income information ● give us your contact information ● provide employment information ● enter into an investment advisory contract ● tell us about your investments or retirement portfolio ● seek advice about your investments
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> ● sharing for affiliates' everyday business purposes – information about your creditworthiness ● affiliates from using your information to market to you ● sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. 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.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ● Brinker does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between non affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ● Our joint marketing partners include financial institutions.
Other Important Information	
Questions?	Call (888) 455-4244 or go to www.brinkercapitalinvestments.com

THIS INVESTMENT MANAGEMENT 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 provide investment management services 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. 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 by utilizing investment research, model portfolios or sub-advisory services provided by third parties. 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 their adviser set forth on the Client Profile (the "Adviser") 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 Adviser 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 13**.

Client hereby grants Adviser discretion and authority to change Client's Service, update the financial circumstances and investment objectives Client provided Brinker, and impose special instructions or limits for Brinker to follow in managing the Managed Assets. Client agrees to indemnify and hold Brinker harmless from any liability or claims, including but not limited to damages, court costs, legal fees, and costs of investigation as a result of Brinker's reliance on instructions granted hereunder by Adviser. Adviser 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. **Adviser is responsible for the conduct and proper supervision of its representatives.** Adviser's recommendation will be consistent with 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 (1) acting upon oral or written instruction that Brinker and/or its Affiliated Person(s) reasonably believes to be genuine from the Client or (2) Client's failure to provide Adviser or Brinker, or Adviser's failure to provide Brinker, with accurate or complete information. 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), 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 monthly, in arrears based on the average daily balance of the account during the advisory fee period. 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 month through the last day of the calendar month. 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, exchange traded funds and/or other securities (the "Funds") in which the Managed Assets are invested and that, as an investor in the Funds, the Client will ultimately 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 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 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 or monthly 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 Adviser; (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. 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 11. 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 12. 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.

Section 13. 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). 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.

Section 14. 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 15. 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 16. 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 17. 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 18. 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 annual privacy notice, 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed to be one and the same instrument.

Section 25. 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 26. 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.