

Brinker Capital Investments, LLC

Instructions for the Solicitor Application and Agreement

Please complete all fields on page 2 of the Solicitor Application and Agreement. Some general guidelines are set forth below.

Name – Fill in your name as it should appear in our system. How you fill in your name here is how it will appear on advisory reports and other paperwork that uses our system to pre-populate name fields.

Social Security Number – Fill in your Social Security Number.

Business Address – This should be the address where you conduct your business. All Brinker correspondence will be sent to this address.

Email – Please use the email address that you wish to receive all of Brinker’s electronic correspondence. Please keep in mind that Brinker’s systems can only maintain one email address.

Name of your Broker/Dealer – Enter the name of your B/D responsible for supervising your activities (if applicable). If you are not registered with a B/D, you may enter N/A in this field. There will be additional requirements if you will be conducting business with Brinker through your own registered investment adviser (“RIA”).

Registered Representative Number – Enter your B/D assigned representative number. If you are not affiliated with a B/D, please enter your CRD Number in this field.

Name of your Registered Investment Advisory Firm (“RIA”) – Please be aware that you must be registered with an RIA firm in order to solicit for Brinker. Enter the name of your RIA Firm in this field. Most often, your RIA will be the affiliated RIA of your B/D. If you are not affiliated with a B/D and will use your own RIA for Brinker business, you must also complete the Brinker Solicitor Agreement for use with Registered Investment Advisers and Broker/Dealers and submit your RIA’s most recent Form ADV Part II.

Signature – Please be sure to sign page 6 of the Solicitor Agreement. Unsigned agreements will not be accepted.

Social Security Number – Please enter your SSN here.

Exhibit A - If you would like to authorize anyone in your office to give instructions to Brinker on your behalf, please complete Exhibit A.

*** NOTE FOR JOINT REPRESENTATIVES:**

Refer to the instructions above with the following exceptions:

All Representatives’ names, Birth Dates, Signatures, and Social Security numbers must be entered. Please keep in mind that Brinker’s system can only maintain one address, email address, phone number, and fax number. Please list one address that Brinker should use for all correspondence for accounts under the joint representative.

Registered Representative Number – This should be a B/D assigned joint representative number. Your joint number must be established at your B/D. Brinker does not issue joint representative numbers.

If you need assistance completing the Solicitor Agreement please contact Brinker at (888) 455-4244.



Solicitor Application and Agreement

Date: _____

General Information:

Name: _____

Birth Date: _____

Social Security Number: _____

Business Address: _____

City: _____ State: _____ Zip: _____

E-mail address: _____

Business phone: _____ Fax number: _____

Broker/Dealer & Investment Adviser Information:

Name of your Broker/Dealer: _____

Registered Representative Number: _____

Name of your Registered Investment Advisory Firm*: _____

* You must be registered as an Investment Adviser representative ("IAR") in order to act as a solicitor for Brinker.

SOLICITOR AGREEMENT

THIS SOLICITOR AGREEMENT is made and entered into by and between Brinker Capital Investments, LLC, ("Brinker") and the undersigned Solicitor ("Solicitor").

WHEREAS, Brinker is engaged in the business of providing investment advice to clients for a fee and is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "1940 Act") and applicable state laws, rules and regulations; and

WHEREAS, Solicitor is not an employee, agent or officer of Brinker, but is an unaffiliated registered investment adviser representative licensed with an investment adviser registered under the 1940 Act and/or applicable state laws and desires to refer new investment advisory clients to Brinker under the terms and conditions set forth herein; and

WHEREAS, Solicitor is not a person subject to a Securities and Exchange Commission ("SEC") order, judgment or decree and has not been convicted within the previous ten (10) years of any felony or misdemeanor or been found to have engaged in conduct prohibited under the 1940 Act or Rule 206(4)-3 thereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, Brinker and Solicitor agree as follows:

1. SCOPE OF SOLICITOR ACTIVITIES.

- (A) Solicitor agrees to recommend Brinker's investment management services to potential clients and agrees to solicit for and refer to Brinker potential investment advisory clients. Solicitor shall use its best efforts to solicit and refer as clients to Brinker those individuals and entities it believes are suitable and appropriate for the investment management services offered by Brinker. Solicitor shall also make periodic contact with referred clients, at least annually, to assist referred clients in understanding the investment management services of Brinker and to obtain and/or to update client information and forward the same to Brinker. All solicitation activities shall be limited to assisting clients in selecting an appropriate Brinker service and applicable fee schedule and the gathering of certain client financial information. Solicitor 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. **Solicitor is not authorized to enter into any agreement or undertaking on behalf of Brinker. No investment advisory agreement will become effective until it is accepted by Brinker at its offices in Omaha, Nebraska.** Solicitor will bear all expenses incurred in the soliciting of prospects under this Agreement, except in those limited instances where Brinker specifically agrees in writing to reimburse for reasonable travel, entertainment or other expenses. Solicitor agrees to act in accordance with the instructions given by Brinker, this Agreement, the provisions of the 1940 Act, the SEC and the rules and regulations promulgated thereunder, and applicable federal, state or local law. It is agreed that Solicitor is an independent contractor hereunder and that nothing contained in this Agreement shall be construed to create a relationship of employer-employee, agency, representative, partnership, joint venture or any other relationship other than that of an independent contractor.
- (B) Solicitor understands that Brinker's investment management services provide proprietary asset allocation services for clients based on such factors as financial circumstances, time horizon, risk tolerance, return objective, and any reasonable restrictions that the client may place on Brinker's asset allocation determination. Brinker provides these services to clients on a discretionary basis in accordance with the client's direction based on the information provided to Brinker by Solicitor from clients and on the client's completed Client Profile or similar risk tolerance questionnaire that is acceptable to Brinker. For accounts subject to the Employee Retirement Income Act of 1974 ("ERISA"), Brinker will also adhere to any guidance set forth in an investment policy statement adopted by the client.
- (C) Solicitor is responsible for any recommendations it makes concerning its referral of client for Brinker's services; provided, that Solicitor will refer to Brinker's most recent Part 2A of Form ADV for the current description of Brinker's available investment strategies when determining the most appropriate Brinker strategy for the client's account. Accordingly, Solicitor agrees that recommendations to a client regarding Brinker's investment management services will be based on such client's investment objectives, risk tolerance, financial circumstances, reasonable restrictions, and other client information communicated to Solicitor, as documented in the client's respective Client Profile and/or investment policy

statement provided by Solicitor to Brinker on behalf of the client. If Solicitor makes any recommendation with respect to any “rollover” of a client’s retirement account, Solicitor agrees it will ensure such recommendation is in the client’s best interest and that the reasoning for such recommendation has been fully documented and communicated to the client. For the avoidance of doubt, Solicitor acknowledges that Brinker makes no recommendations concerning “rollovers” of a client’s retirement account.

2. DOCUMENT DELIVERY OBLIGATIONS. Pursuant to the 1940 Act, at the time of any solicitation activities hereunder, Solicitor shall provide each client with current copies of the following: (i) the Solicitor's disclosure document required by the 1940 Act under Rule 206(4)-3, (ii) Part 2A of Brinker’s Form ADV as the same may be amended from time to time (or such other written disclosure statement meeting the requirements of Rule 204-3 as Brinker may designate from time to time), and (iii) such other disclosures as may be required by applicable federal or state laws, rules and regulations. Solicitor shall obtain each such client's signed and dated Acknowledgment of Receipt of the foregoing documents and shall promptly forward a copy of the same to Brinker.

3. SOLICITOR COMPENSATION. In consideration for client referrals and other requested or required Solicitor activities, Brinker shall pay a referral fee as full compensation for services provided hereunder. Such payment shall be made in accordance with any applicable federal or state laws, rules or regulations to which Brinker and Solicitor are subject. The referral fee shall be in an amount equal to the “referral percentage rate” then in effect for the investment management service selected by the client, which fee shall be due and payable within thirty (30) days after Brinker receives the client advisory fee. Unless otherwise agreed to in writing, the referral fees will be paid to the registered investment adviser responsible for supervision of Solicitor’s activities at the time the referral fee becomes due and payable by Brinker. Brinker reserves the right to change the referral fee percentages and payment frequency at any time and agrees to provide Solicitor with written notice of change no less than 10 days prior to the implementation of such change. For purposes of this Section, “referral percentage rate” shall mean the portion of the total client advisory fee authorized by Brinker for payment to solicitors. All referral fees will continue to be paid as long as the client remains with Brinker and as long as the Solicitor remains eligible and qualified to receive such fees. Notwithstanding any provision of this Agreement to the contrary, Brinker will not be obligated to pay any referral fee if, in the opinion of Brinker’s legal counsel, such payment would violate any law, rule or regulation to which Brinker is subject.

4. CLIENT TERMINATION / REFUNDS. No compensation will be paid to Solicitor on any client rejected by Brinker for any reason, or with respect to which client fees have been refunded by Brinker for any reason, or with respect to any fees not collected by Brinker for any reason. Solicitor agrees to refund to Brinker within thirty (30) days of receipt of written notice, any fee paid to Solicitor with respect to which advisory fees have been refunded to any client. Notwithstanding the foregoing, Brinker may offset any such amounts owed by Solicitor to Brinker against future compensation owed to Solicitor.

5. SOLICITOR REPRESENTATIONS, WARRANTIES, AND COVENANTS. Solicitor makes the following representations, warranties and covenants:

- (A) Solicitor is either: (i) a registered investment adviser with the SEC or applicable state in which Solicitor maintains a place of business, or (ii) an investment adviser representative of a registered investment adviser, or (iii) validly exempt or excluded from such registration as advised by competent legal counsel.
- (B) Solicitor is not a person: (i) subject to any SEC order issued under Section 203(f) of the 1940 Act, or (ii) convicted within the previous ten years of any felony or misdemeanor involving conduct described in Section 203(e)(2)(A) through (D) of the 1940 Act, or (iii) who has been found by the SEC to have engaged, or has been convicted of engaging, in any of the conduct specified in paragraphs (1), (5) or (6) of Section 203(e) of the 1940 Act, or (iv) is subject to an order, judgment or decree described in Section 203(e)(4) of the 1940 Act.
- (C) With respect to any prospective client that is a state or municipal entity, Solicitor: (i) has not within the past 2 years, been a civil servant or an elected official of such entity or been retained to provide professional services to such entity, or (ii) will not share any part of the referral fee paid pursuant to this Agreement with any person who is, or within the past 2 years has been, a civil servant or an elected official of such entity or a person who has been retained to provide professional services to such entity.
- (D) With respect to any prospective client that is a Retirement Plan (as defined below), Solicitor is eligible to make recommendations regarding Brinker’s services to such Retirement Plan. For purposes of this

Agreement, "Retirement Plan" means any pension plan (including 401(k) plan) or other employee benefit plan governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), an account for a tax-qualified retirement plan (including a Keogh plan) under Section 401(a) of the Internal Revenue Code of 1986 (the "Code") and not covered by ERISA, or any plan covered under Section 4975(e)(1) of the Code, including an individual retirement account under Section 408 of the Code.

- (E) Solicitor is properly registered or licensed under applicable federal and state laws, rules and regulations and is qualified to act as a representative under the 1940 Act. Solicitor warrants and agrees that such registrations, licenses and qualifications shall be maintained throughout the term of this Agreement and that Solicitor will comply with all applicable regulations of the SEC, the Financial Industry Regulatory Authority, Inc. ("FINRA") and any other applicable federal, state or local laws, rules and regulations. Solicitor hereby undertakes to perform its duties hereunder in a manner consistent with the provisions of the 1940 Act, ERISA, the rules and regulations promulgated thereunder, all applicable state laws, rules and regulations and the terms of this Agreement.
- (F) Solicitor is familiar with the investment advisory services offered by Brinker and will use the most current information and materials available when recommending Brinker's services. Solicitor shall promptly notify Brinker if any of the representations or warranties above ceases to be true and correct.

6. TERMINATION OF AGREEMENT. This Agreement shall remain in force until such time as terminated by either party by notification to the other party in writing. **This Agreement shall terminate if any representation or warranty by Solicitor contained above ceases to be true and correct in all respects. Termination shall not affect Solicitor's obligation to refund referral fees under Paragraph 4 above.**

7. NOTICES. All notices required to be delivered under this Agreement will be delivered in person or by U.S. mail, overnight courier, facsimile (with a hard copy in the U.S. mail), in each case prepaid and addressed as indicated below (or to such other addresses as the parties may specify to one another in writing). In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that may be required to be delivered to you. Electronic delivery may be via electronic mail system.

8. INDEMNIFICATION. Solicitor will indemnify Brinker and its directors, managers, officers and employees, and hold them harmless against any loss, liability or expense incurred by any of them arising out of or in connection with any recommendation made to a client, any breach by Solicitor of this Agreement or any act, omission or violation of law by Solicitor, as well as the costs and expenses, including attorney fees, of investigating and defending against any claim, suit, action or proceeding in which such loss, liability or expense is asserted against Brinker or its directors, managers, officers or employees.

9. GOVERNING LAW / MODIFICATION / ENTIRE AGREEMENT. This Agreement is made and will be governed by and construed in accordance with the laws of the state of Nebraska. This Agreement may not be assigned without the written consent of the non-assigning party, and any purported assignment violating this provision will be void. If any provision of this Agreement is or becomes inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement will continue in full force and effect. No provision of this Agreement may be waived or modified unless consented to by the party against whom such waiver or modification is sought to be enforced. Either party's failure to insist on strict compliance with this Agreement or any continued course of conduct on its part will in no event constitute or be considered a waiver by such party of any right or privilege. This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement. This Agreement may be signed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more of such counterparts have been signed by each party and delivered to the other party. This Agreement may be executed by facsimile or email which shall be deemed an original valid and binding agreement.

10. ARBITRATION. Any dispute relating to the validity, enforcement or interpretation of this Agreement shall be determined by final and binding arbitration. Such arbitration shall be conducted in Omaha, Nebraska according to the Securities Arbitration Rules then in effect of the American Arbitration Association. Both parties acknowledge that: (i) such arbitration will be final and binding on the parties, (ii) the parties are hereby waiving their rights to seek remedies in court, including the right to a jury trial, (iii) pre-arbitration discovery is generally more limited than and different from discovery conducted in connection with litigation, (iv) the arbitrator's award is not required to include factual findings or legal reasoning, and (v) a party's right to

appeal or seek modification of rulings by the arbitrator will be strictly limited. Judgment upon arbitration awards may be entered in any court, state or federal, having jurisdiction. The prevailing party in any arbitration and other legal proceeding authorized by this Paragraph will be entitled to its reasonable attorney's fees and other reasonable legal costs and expenses.

11. CONFIDENTIALITY. Except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by either party under this Agreement or as may be required by law or legal process, neither Solicitor nor Brinker will disclose any non-public personal information obtained pursuant to this Agreement. Solicitor and Brinker both agree to comply with all applicable federal and state laws, rules and regulations pertaining to the confidentiality of client information and will take reasonable measures to safeguard any non-public personal information maintained or shared under this Agreement.

12. COMMUNICATIONS BETWEEN Brinker AND SOLICITOR. Solicitor agrees and consents to receive correspondence and information regarding Brinker's services via a nationally recognized mail courier, electronic mail, telephone, or facsimile. Solicitor may elect at any time not to receive correspondence from Brinker via electronic mail or facsimile by notifying Brinker in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date accepted by Brinker as indicated below.

SOLICITOR'S SIGNATURE BOX

PRINTED NAME: _____

SIGNATURE: _____

*** SOLICITOR'S ADDRESS IS INDICATED ON PAGE 2 ***



DO NOT WRITE BELOW THIS LINE

Accepted By:

BRINKER CAPITAL INVESTMENTS, LLC
17605 Wright Street
Omaha, NE 68130

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____