

**D.H. HILL WEALTH ADVISOR SOLUTIONS**  
**THIRD-PARTY CLIENT REFERRAL AGREEMENT**  
**(IAR NON-DISCRETIONARY)**

<b><u>H.O. Use Only    SLC/OFAC</u></b>	
Revd: _____	By: _____
( ) Check # _____	( ) Transfer
Amount (\$) _____	
Mailed/OVN On: _____	To: _____
Entd: _____	By: _____

This Client Referral Agreement (Agreement) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between D.H. Hill Advisors, Inc., a registered investment advisor (Advisor), located at located at 1534 Green Oak Place, Suite 100 Kingwood, TX 77339, and \_\_\_\_\_ (IA Representative) and \_\_\_\_\_ (Client) whereas \_\_\_\_\_ has been selected as the third-party portfolio manager which are commonly referred to as a Turnkey Asset Management Platform (TAMP) or Third-Party Investment Advisor (TPIA).

WHEREAS, the undersigned Client, being duly authorized, has consulted with IA Representative regarding the management of Client's investments and the referral to and selection and supervision of one or more third-party portfolio managers; and

WHEREAS, Advisor has entered into solicitation agreements with one or more third-party portfolio managers to whom clients may be referred for the management of client assets and accounts; and

WHEREAS, IA Representative and Client, after consultation, have mutually agreed and determined that it is in the best interests of Client for a third-party portfolio manager to manage all or a portion of Client's assets and/or accounts;

NOW THEREFORE, Client and Advisor agree as follows:

- 1. Authorization.** Advisor and IA Representative are authorized and directed to provide limited non-discretionary investment management services for the Client with respect to the referral to and selection and ongoing supervision of the third-party portfolio manager (Manager).
- 2. Limited Non-Discretionary Authority.** Advisor and IA Representative have limited non-discretionary authority only to recommend and, after consulting with Client, to select and supervise the Manager and are not authorized to make any decisions to buy, sell or hold securities, cash or other investments for Client's account. IA Representative will supervise and monitor the performance of Client's account in accordance with the investment objectives as Client may select, subject to such written limitations as Client may impose. Advisor and IA Representative are not authorized to unilaterally effect any withdrawal of monies, securities or other assets in Client's account without Client's written consent.
- 3. Client Information.** The Client represents and warrants to the Advisor, that all information furnished to the Advisor in connection with this Agreement and all documents supplied by the Client in this regard, including financial statements, and any information supplied by Client to Advisor or IA Representative are true, complete and correct. Advisor and IA Representative will rely on this information in recommending, selecting, and supervising the Manager unless and until the Advisor and IA Representative receives written notice of any change, which the Client agrees to furnish promptly should any material changes occur. Client shall indemnify and hold harmless Advisor and IA Representative from any liability which may arise on account of inaccurate or incomplete information which Client furnishes to Advisor or IA Representative.
- 4. Advisor's/IA Representative's Responsibility.** After selection of the Manager, IA Representative is responsible only for supervising the Manager, monitoring portfolio performance, and meeting with the Client from time to time to review Client's account.
- 5. Manager's Documents.** Client agrees to sign Manager's investment advisory services agreement or other document which authorizes Manager to manage Client's account under the terms and conditions specified therein and such other documents as the Manager may require.

6. **Custody.** Advisor shall not have custody of the assets in the account and shall not be responsible for the custody or safekeeping of any of Client's assets.
7. **Reports.** The Manager shall be responsible for all reports and statements relating to Client's account.
8. **Fees.** As compensation for recommending, selecting, and supervising the Manager, monitoring portfolio performance, and meeting with the Client from time to time, Advisor and IA Representative will receive a portion of the fee paid to the Manager for managing Client's account.
9. **Confidential Relationship.** All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third-parties except as required by law. Notwithstanding, Advisor is hereby specifically authorized to provide all necessary information to the Manager.
10. **No Guarantee.** Advisor and IA Representative cannot guarantee the future performance of Client's account, promise any specific level of performance or promise that investment decisions, strategies or overall management of Client's account will be successful. Client understands that there is no guarantee that Client's investment objectives will be achieved and that past performance is not a guarantee of future results.
11. **Indemnity.** Client hereby agrees to indemnify and hold harmless the Advisor and its respective members, partners, officers, directors, investment advisor representatives, agents, employees, control persons, solicitors, and affiliates, to the maximum extent permitted by applicable laws, from all loss, cost, indebtedness, liability, and expense (including, without limitation, court costs and attorney's fees and expenses) arising out of (i) any misrepresentation or omission of a material fact by Client, or (ii) Client's failure to perform Client's obligations under this Agreement. This indemnification shall survive the termination of this Agreement.
12. **Assignment.** Neither party may assign, convey or otherwise transfer any of its rights, obligations, or interest herein without the prior written consent of the other party.
13. **Amendment.** This Agreement may only be amended by a writing signed by both parties.
14. **Notices.** Notice under this Agreement shall be effective upon personal delivery, by certified mail, overnight courier, or facsimile transmission or electronic transmission addressed to the parties at either the physical address or email address previously provided as part of the Client Profile Application.
15. **Applicable Law.** Unless contrary to the laws of the state of Client's residence, this Agreement shall be interpreted under the laws of the state in which the client resides, without reference to principles of conflict of laws, provided that there is no inconsistency with federal laws.
16. **Severability.** The parties expressly agree that it is not either party's intention to violate any public policy or common laws, rules, regulations, treaties, or decisions of any government. If any provision of this Agreement is judicially or administratively interpreted or construed as being unenforceable, such provision shall be inoperative, and the remainder of this Agreement shall remain binding upon the parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid as written by reason of its scope, the parties intend such provision to be enforced to the maximum extent permitted under applicable laws. If any provision of this Agreement is or becomes inconsistent with any applicable law or rule, the provision will be deemed rescinded or modified to comply with such law or rule. In all other respects this Agreement will continue in full force and effect.
17. **Arbitration.** Unless contrary to the laws of the state of Client's residence and to the maximum extent permitted by applicable state and federal law, any claim, dispute, or controversy arising under this Agreement shall be submitted to arbitration in accordance with the rules then prevailing of the American Arbitration Association and judgment upon any arbitration award may be entered in any court of competent jurisdiction. Any arbitration shall take place in the county and state in which the transaction was made. Notwithstanding, this agreement to arbitrate

does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws.

18. **Termination.** This Agreement may be terminated by either party upon 30 days notice. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination. All unpaid fees will be prorated through the date of termination. If the Client terminates this Agreement within five (5) business days of the date hereof, the Client shall receive a full refund of all fees and expenses.
19. **Receipt of Advisor's Form ADV Part II and Privacy Policy.** Client acknowledges receipt of Part II of Advisor's Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the Client is entering into a wrap fee program sponsored by the Advisor. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the Client entering into any written or oral advisory contract with the Advisor, then the Client has the right to terminate the contract without penalty within 5 business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding. Client also acknowledges that Client has received a copy of Advisor's Privacy Policy which explains how Client's personally identifiable information may be disclosed, if at all.
20. **Receipt of Manager's Form ADV Part 2 and Privacy Policy.** Client acknowledges receipt of Manager's Form ADV Part 2; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Form ADV Par 2A Appendix 1, if the Client is entering into a wrap fee program sponsored by the Manager. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the Client entering into any written or oral advisory contract with the Manager, then the Client has the right to terminate the contract without penalty within 5 business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding. Client also acknowledges that Client has received a copy of Manager's Privacy Policy which explains how Client's personally identifiable information may be disclosed, if at all.
21. **Waiver.** Failure to insist upon strict compliance with any term of this Agreement, or any delay or failure to exercise any power or right or a continued course of such conduct shall at no time operate as a waiver of such power or right nor shall any single or partial exercise preclude any further exercise. No provision hereof may be waived except by written agreement and no waiver of any breach shall in any way be construed to be a waiver of any subsequent breach.
22. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. There are no other agreements or understandings, express or implied, oral or written, other than those set forth herein.

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*Signature Page Follows*  
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**THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED ON PAGE 2 AT PARAGRAPH 17. BY SIGNING BELOW, CLIENT ACKNOWLEDGES RECEIPT OF ADVISOR'S FORM ADV PART II, ADVISOR'S PRIVACY POLICY, MANAGER'S FORM ADV PART II, MANAGER'S PRIVACY POLICY, AND A COPY OF THIS AGREEMENT. CLIENT FURTHER ACKNOWLEDGES THAT CLIENT HAS REVIEWED AND UNDERSTANDS THE RISK FACTORS AND FEES ASSOCIATED WITH THE MANAGEMENT OF CLIENT'S ACCOUNT.**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Investment Advisor Representative Printed Name

\_\_\_\_\_  
Investment Advisor Representative Signature

\_\_\_\_\_  
Date

**D.H. Hill Advisors, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**D.H. Hill Advisors, Inc.  
1543 Green Oak Place, Suite 100  
Kingwood, TX 77339**