

Lorence & Vander Zwart
SOLICITOR'S AGREEMENT
(For Use with Registered Representatives)

THIS SOLICITOR'S AGREEMENT is made between Lorence & Vander Zwart (LVZ Advisors, Inc.), a Michigan corporation (the "**Adviser**") and the undersigned "**Solicitor**" as of the date indicated below. Adviser is an investment adviser presently registered with the State of Michigan and/or such other jurisdictions as may be required under applicable federal and state securities laws from time to time.

1. Referral Services. Adviser engages Solicitor to market its advisory services and to solicit and refer prospective clients ("**Referred Clients**") to Adviser for whom Adviser's investment advisory services would be suitable, upon the terms and conditions of this Agreement. This is a non-exclusive marketing relationship.

a. Solicitor will not market or offer Adviser's services in any jurisdiction unless and until notified that Adviser and Solicitor are each legally authorized to do so under applicable federal and state securities laws.

b. If Solicitor is a corporate entity, then Adviser authorizes Solicitor to perform its services under this Agreement through its agents. All covenants applicable to Solicitor shall also apply to its agents. Solicitor shall be responsible for its agent's performance and conduct under this Agreement.

c. Solicitor is not authorized to provide investment advice on behalf of Adviser to Referred Clients or any other client of Adviser (collectively, "**Clients**"). Solicitor shall only provide investment advice on its own behalf if and to the extent that it is properly registered or licensed to do so, or is exempt from such requirements, under applicable federal and state securities laws.

d. Solicitor shall inform each Referred Client that Solicitor is an independent contractor engaged to perform the services described in this Agreement, as set forth in the "**Solicitor's Disclosure Brochure**" substantially in the form contained in Exhibit A, as it may be unilaterally amended by Adviser from time to time. Solicitor shall not hold itself out to the public as an employee, officer, director, partner, or joint venturer of Adviser.

e. Solicitor has no authority to bind Adviser in any way and will make only such representations to Referred Clients or other persons relating to Adviser or its advisory services which are: (i) expressly authorized by this Agreement; (ii) contained in Adviser's Form ADV Part II ("**Adviser's Disclosure Brochure**"); (iii) contained in the Adviser's client services agreement; and/or (iv) contained in advertising and sales literature

provided by Adviser for Solicitor's use, as each may be amended from time to time.

f. Solicitor acknowledges that Adviser has no obligation to accept any Referred Client as a Client and may terminate its relationship with any Referred Client at any time, with or without cause, without any obligation of Adviser to Solicitor. Similarly, any Referred Client is free to terminate its relationship with Adviser at any time, with or without cause, without any obligation of Adviser to Solicitor.

2. Referral Fees. While this Agreement remains in effect:

a. For each Referred Client from Solicitor that becomes a Client of Adviser, Adviser agrees to pay Solicitor referral fees ("**Referral Fees**") based on the Referred Client's advisory fees paid to, and received by, Adviser under the terms, conditions, and timing prescribed by Adviser's services contract with the Referred Client. The Referral Fees (Exhibit B) shall be calculated not to exceed 300 basis points, less the Adviser flat fee with consideration of the client asset breakpoint discounts, and small balance fees when applicable as follows:

- LVZ Individual Managed Equity accounts - Advisor Fee 75 basis points; or
- LVZ Mutual Fund and Variable Annuity Managed Accounts - Advisor Fee 40 basis points;

Multiplied by fair market value of the Referred Client's assets under management during each billing period. Fair market value will be based on periodic account statements issued by each Referred Client's custodian.

- If a Client account is initially invested and remains below \$100,000 in account value, a \$15 quarterly small balance fee will be assessed to either the Solicitor or Client.

b. The Referral Fees shall be payable to Solicitor for each Referred Client for the duration of Adviser's relationship with Solicitor; provided, that this Agreement remains in effect and Solicitor remains associated with the Broker-Dealer (the "Broker") set forth on the signature page of this Agreement. Adviser shall have no further obligation under this Agreement if, at any time, Solicitor breaches any covenant, representation, or warranty under this Agreement and Adviser terminates this Agreement in accordance with its terms.

c. Adviser shall have no obligation to pay Referral Fees to Solicitor unless and until Adviser has received payment of its advisory fees from the Referred Client. Solicitor acknowledges that Adviser may assess and collect its advisory fees in advance from Clients. In the event that Adviser is subsequently required to make adjustments in its previously billed advisory fees, then Solicitor agrees that proportionate adjustments shall be made in the related Referral Fees with respect to that Referred Client. Such adjustments to the Referral Fees may be netted with other Referral Fees subsequently payable to Solicitor or, upon Adviser's request, shall be promptly repaid by Solicitor.

d. If Solicitor, acting as a Registered Representative of Broker, receives any additional compensation with respect to the Client's account, including commissions or 12b-1 fees, Solicitor shall disclose the arrangement in Exhibit A.

3. Initial Solicitations. Solicitor agrees that at its initial solicitation of a Referred Client it will supply the Referred Client with:

a. A current copy of Adviser's Disclosure Brochure.

b. A current copy of Solicitor's Disclosure Brochure;

c. A current copy of Adviser's Privacy Policy, if Solicitor collects any non-public personal information about the Referred Client on behalf of Adviser (e.g., by obtaining existing account statements or completing new account forms, client questionnaires, etc.); and

d. Such other information or questionnaires as Adviser may provide or reasonably request from time to time.

4. Solicitor's Obligations. While this Agreement remains in effect:

a. Solicitor shall perform its obligations under this Agreement diligently, in good faith, and in compliance with all applicable federal and state laws, rules, and regulations, including without limitation, the Investment Advisers Act of 1940 ("**Advisers Act**"), the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the laws of each State having jurisdiction; all of the related rules, regulations, and court decisions; if applicable, the rules of the National Association of Securities Dealers, Inc.; and all instructions and directions given to Solicitor by Adviser; as each of these may be amended or supplemented from time to time (collectively, the "**Applicable Requirements**").

b. Solicitor agrees that any violation of the Applicable Requirements, and/or any violation of the covenants representations, warranties, and other terms contained in this Agreement may, at Adviser's discretion, be grounds for immediate termination of this Agreement, provided, that Adviser shall have given Solicitor notice and not less than two business days to cure the violation, if possible, whereupon if not cured then all Referral Fees and other claims whatsoever accruing under this Agreement shall be forfeited by Solicitor, and Adviser shall have the other remedies provided under this Agreement and applicable law.

c. If Solicitor is a corporate entity, it is solely and exclusively responsible for the supervision of the activities of its own officers, directors, partners, members, representatives, employees, and other agents.

d. Solicitor shall prepare and maintain all required books and records prescribed by Adviser.

e. Solicitor shall supervise correspondence, advertising materials, promotional materials, and all other forms of communication with the public utilized by Solicitor in the course of its performance under this Agreement. Solicitor will not distribute or otherwise use any correspondence, advertising materials, promotional materials, or other information or documentation relating to Adviser or its services unless such materials have been given prior approval in writing by Adviser.

f. Solicitor shall promptly forward to Adviser any Referred Client's complaint and any inquiry by any federal or state regulatory agency.

g. Solicitor shall cooperate with Adviser in the investigation and defense of any complaint, inquiry, arbitration, litigation, or other proceeding involving a Referred Client.

h. Solicitor shall assure that all checks, money orders, or wires of monies to be placed under Adviser's management by the Referred Client are made payable and sent by the Referred Client to the custodial broker-dealer, bank, insurance company, mutual fund, or other qualified custodian. Solicitor agrees not to accept cash or any other instrument payable to Solicitor or Adviser.

5. Adviser's Obligations. While this Agreement remains in effect:

a. Adviser shall perform its obligations under this Agreement diligently, in good faith, and in compliance with all Applicable Requirements.

b. If authorized in writing by a Referred Client, Adviser will deliver to Solicitor copies of account statements and performance reports with respect to the Referred Client's account(s) under Adviser's supervision or management.

c. Adviser will provide Solicitor with copies of Adviser's Disclosure Brochure and Adviser's Privacy Policy as Solicitor shall reasonably require. Adviser shall promptly amend or supplement these documents and notify Solicitor of any amendment when material information changes so that, as amended or supplemented, the document will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Brochure and Privacy Policy are delivered to a Referred Client and/or Client, not misleading.

d. Adviser is solely and exclusively responsible for the supervision of the activities of its own officers, directors, partners, members, representatives, employees, and other agents.

e. Adviser shall prepare and maintain all required books and records prescribed by Applicable Requirements.

f. Adviser shall supervise correspondence, advertising materials, promotional materials, and all other forms of communication with the public utilized by Adviser in the course of performing its services.

g. Adviser shall prepare and file applications for all registrations and/or notice filings for itself and, except as otherwise agreed, for Solicitor as required under the Applicable Requirements. Adviser will also be responsible for paying all registration and licensing fees required for Adviser or Solicitor to perform its obligations under this Agreement.

6. Adviser's Representations and Warranties. Adviser represents and warrants to, and for the benefit of, Solicitor that:

a. Adviser is duly registered with the State of Michigan and such other states having jurisdiction under the Applicable Requirements;

b. Adviser's directors, officers, representatives, employees, and agents are appropriately registered, licensed, qualified, or exempt from such requirements under the Applicable Requirements;

c. The Adviser's Disclosure Brochure is current, accurate, and complete in all material respects;

d. Neither Adviser nor any of its affiliates have any affirmative responses to the disciplinary history questions contained in Item 11, Part 1, of Form ADV. Adviser shall immediately disclose to Solicitor any amendments to Item 11, Part 1, of Form ADV; and

e. Adviser is, has been, and will use its best effort to remain in compliance with all Applicable Requirements while this Agreement remains in effect.

7. Solicitor's Representations and Warranties. Solicitor hereby represents and warrants to, and for the benefit of, Adviser that:

a. Neither Solicitor nor any "supervised person" (as defined under the Advisers Act) of Solicitor who will perform services under this Agreement is a person:

i. Subject to an SEC order issued under Section 203(f) of the Advisers Act;

ii. Convicted within the previous ten years of any felony or misdemeanor involving conduct

described in Section 203(e)(2)(A)-(D) of the Advisers Act;

iii. Who has been found by the SEC to have engaged, or has been convicted of engaging, in any of the conduct specified in Section 203(e) of the Advisers Act; and/or

iv. Subject to any order, judgment, or decree described in Section 203(e)(3) of the Advisers Act.

b. If Solicitor is an individual, then Solicitor has delivered to Adviser an executed Form U-4 (Uniform Application for Securities Industry Registration or Transfer) which, if required by Applicable Requirements, Adviser is authorized to file with the Investment Adviser Registration Depository (“**IARD**”). Solicitor shall promptly update and notify Adviser of any change in Solicitor’s Form U-4 in accordance with its instructions. Solicitor has also delivered a copy of every Form U-5 (Uniform Termination Notice for Securities Industry Registration) previously received by Solicitor from any other broker-dealer or investment adviser. Solicitor represents that the information contained in the Form U-4 delivered to Adviser is complete, accurate, and not misleading. Solicitor authorizes Adviser to perform additional investigation about Solicitor’s background, including speaking with Solicitor’s former employer(s). Adviser will keep this information confidential, except as disclosure may be required by law, rule, regulation, or order.

c. If Solicitor is a corporate entity and is registered under federal or state securities laws as a broker-dealer or investment adviser, then Solicitor has delivered to Adviser a copy of Solicitor’s Form ADV, Parts 1 and II, and/or Form BD, as applicable, which as filed on the CRD/IARD System. Solicitor shall promptly update and notify Adviser of any change in Solicitor’s registration form(s) in accordance with applicable instructions. Solicitor represents that the information contained in the registration form(s) delivered to Adviser is/are complete, accurate, and not misleading. Solicitor authorizes Adviser to perform additional investigation about Solicitor’s background. Adviser will keep this information confidential, except as disclosure may be required by law, rule, regulation, or order.

d. Solicitor shall notify Adviser promptly if any change occurs which would make these representations and warranties inaccurate or incomplete.

e. Solicitor is appropriately registered and notice filed, or exempt from registration or notice filing requirements, in all applicable states in which Solicitor will have an office or conduct solicitation services on behalf of Adviser.

f. If Solicitor is a corporate entity, then each of Solicitor’s directors, officers, partners, members, representatives, employees, and agents are appropriately registered, licensed, qualified, or exempt from such requirements under the Applicable Requirements.

8. Confidentiality. While this Agreement remains in effect and in perpetuity thereafter:

a. With respect to Solicitor:

i. All information and records of Solicitor, including, but not limited to, Referred Client lists, solicitation proposals, Referred Client information (including nonpublic personal information), and business methods or processes, which information and/or records are not available to the general public (“**Solicitor’s Confidential Information**”), is and shall remain the property of Solicitor. None of such Solicitor’s Confidential Information may be used, or divulged, either in original form or any other form, except with the prior written approval of Solicitor. The Solicitor’s Confidential Information shall not be transmitted verbally, in writing, or in computerized form except in the ordinary course of conducting business according to the terms and provisions of this Agreement. In addition, Adviser shall take such steps or precautions as are reasonably necessary to safeguard such Solicitor’s Confidential Information.

ii. Solicitor’s Confidential Information does not include, however, information which: (A) is, or becomes, generally available to the public, other than as a result of a disclosure by Adviser; (B) is known to Adviser prior to disclosure by Solicitor; and/or (C) becomes available to Adviser after disclosure by Solicitor, in each case as a result of disclosures from persons other than Solicitor who are not bound by a confidentiality agreement with Solicitor and who are not otherwise prohibited from transmitting the information to Adviser.

b. With respect to Adviser:

i. All information and records of Adviser, including, but not limited to, Client information (including nonpublic personal information), Client lists, investment advice and investment strategies, and business methods or processes, which information and/or records are not available to the general public (“**Adviser’s Confidential Information**”), is and shall remain the property of Adviser. None of such Adviser’s Confidential Information may be used or divulged, except with the prior written approval of Adviser. The Adviser’s Confidential Information shall not be transmitted verbally, in writing, or in computerized form except in the ordinary course of conducting business according to the terms and provisions of this Agreement. In addition, Solicitor shall take such steps or precautions as are reasonably necessary to safeguard such Adviser’s Confidential Information.

ii. Adviser’s Confidential Information does not include, however, information which: (A) is, or becomes, generally available to the public other than as a result of a disclosure by Solicitor; (B) is known to Solicitor prior to disclosure by Adviser; and/or (C) becomes available to Solicitor after disclosure by Adviser, in each case as a result of disclosures from persons other than Adviser who are not bound by a confidentiality agreement with Adviser and who are not otherwise prohibited from transmitting the information to Solicitor.

c. Upon termination, and upon request at any time during the term of this Agreement, either party shall promptly deliver to the other, or attest to the destruction of, any and all Confidential Information of the other party then in the delivering party’s possession in any form or format. However, the delivering party shall be authorized to maintain such copies of its Confidential Information as necessary to fulfill its legal and/or regulatory requirements or to continue to service existing Clients so long as that client relationship continues, and for no other purpose.

d. If either Adviser or Solicitor becomes legally compelled to disclose any Confidential Information of the other party or is served with any subpoena, discovery device, or other legal process seeking Confidential Information of the other party, then the party being so compelled may provide such Confidential Information provided that it shall first provide the other party with

prompt written notice to that effect, so that the party may seek a protective order concerning such Confidential Information.

9. Term and Termination. Solicitor’s relationship with Adviser will be for an indefinite term, terminable at will (with or without cause) by written notice by either party. Termination of the relationship will not terminate those contractual obligations which are described to be continuing in nature. If Solicitor terminates his relationship with the Broker, Adviser retains the right to terminate this Agreement or to require Solicitor to provide clients with a new Solicitor Disclosure Brochure.

10. Indemnification. During and after the term of this Agreement:

a. Solicitor shall indemnify and hold Adviser and Adviser’s directors, officers, associated persons, employees, and agents (“**Adviser’s Indemnified Persons**”) harmless against any and all losses, liabilities, damages, expenses, investigative costs, or other costs (including, without limitation, attorneys’ fees, and other litigation expenses), incurred by any of them arising out of or in connection with:

i. Any violation of this Agreement, the Applicable Requirements, or Adviser’s client account agreements by Solicitor or other persons under Solicitor’s control and supervision;

ii. Negligent, wrongful, or other tortuous conduct by Solicitor or other persons under Solicitor’s control and supervision;

iii. Any violation of Adviser’s internal policies, procedures, or instructions by Solicitor or other persons under Solicitor’s control and supervision;

iv. Any income tax, withholding tax, self-employment tax, penalty, fine, interest, or government assessment with respect to compensation paid to Solicitor under this Agreement, or any other debt or obligation of Solicitor which is paid by Adviser;

v. Any property damage or personal injury claim asserted by any person allegedly caused by Solicitor or any other person under Solicitor’s control and supervision; and

vi. Any employment-related claim by any employee of Solicitor regardless of whether Adviser approved Solicitor's hiring of such person.

b. Adviser shall indemnify and hold Solicitor and Solicitor's directors, officers, associated persons, employees, and agents ("**Solicitor's Indemnified Persons**") harmless against any and all losses, liabilities, damages, expenses, investigative costs, or other costs (including, without limitation, attorneys' fees, and other litigation expenses), incurred by any of them arising out of or in connection with:

i. Any violation of this Agreement, the Applicable Requirements, or Adviser's client account agreements by Adviser or other persons under Adviser's control and supervision;

ii. Negligent, wrongful, or other tortuous conduct by Adviser or other persons under Adviser's control and supervision;

iii. Any violation of Adviser's internal policies, procedures, or instructions by Adviser or other persons under Adviser's control and supervision; and

iv. Any property damage or personal injury claim asserted by any person allegedly caused by Adviser or any other person under Adviser's control and supervision.

c. The Indemnified parties shall be entitled to this indemnification whether or not any such action or proceeding is prosecuted to a final judgment or award or is settled. These indemnification provisions shall continue in effect indefinitely notwithstanding the termination of this Agreement.

11. Binding Arbitration.

a. All claims or controversies, and any related issues, which may arise at any time between the parties (including their directors, officers, associated persons, employees, or agents) with respect to any subject matter; any transaction, order, or direction; any conduct of the parties or their directors, officers, associated persons, employees, or agents; any construction, performance, or breach of this or any other agreement between the parties, whether entered into prior to, on, or subsequent to the date hereof; any breach of any common law or

statutory duty; or any violation of any Applicable Requirement, SHALL BE RESOLVED BY BINDING ARBITRATION rather than by lawsuit in a court of law or equity.

b. Any arbitration pursuant to this Agreement shall be in accordance with, and governed by, a mutually agreeable arbitration forum, but, in the absence of such agreement, then the National Association of Securities Dealers, Inc., or its affiliate, if it accepts jurisdiction and, if not, then the American Arbitration Association. The location of the arbitration shall be within 20 miles of Adviser's then current headquarters. There shall be at least three arbitrators unless otherwise agreed by the parties. The award of the arbitrators, or of the majority of them, shall be final and binding upon the parties, and judgment upon the award rendered may be entered in any federal or state court having jurisdiction. Any arbitration shall be commenced by delivery to the other party of a written demand for arbitration setting forth in detail the claim or controversy to be arbitrated.

c. The arbitrators shall deliver a written, reasoned opinion with respect to the merits and, if applicable, damages covered by their order, and shall be entitled to order specific performance of the obligations imposed by this Agreement.

d. This Section does not prohibit a party from seeking and obtaining injunctive relief pending the outcome of arbitration.

12. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, or assigns. The rights or performance of Solicitor under this Agreement shall not, however, be assigned or delegated, by operation of law or otherwise, without Adviser's prior written consent. No person other than Adviser and Solicitor shall have any rights or be entitled to any benefits whatsoever under any terms or conditions of this Agreement.

13. Notices. All notices under this Agreement shall be given by national overnight delivery service. Notices shall be delivered to the party's home office and, if applicable, sent to the attention of the party's chief compliance officer. Either party may change its address by giving notice of the new address.

14. Modification and Headings. No modification or amendment to this Agreement shall be valid unless in writing, signed by a duly authorized representative of the

party affected. References to sections and appendices in this Agreement are cross-references to its other provisions and attachments.

15. No Waivers. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such a waiver or consent shall be in writing and signed by a duly authorized representative of the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not

constitute consent to, waiver of, or excuse for any different or subsequent breach.

16. Governing Law. This Agreement and all related duties, obligations, and rights shall be governed by the laws of the State of Michigan without regard to conflicts of laws principles, except as and to the extent superseded by federal law.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties.

This Agreement is made as of _____ and shall become effective immediately; however, Solicitor may only commence services on behalf of Adviser as and when permitted under Section 1 of this Agreement.

<p>SOLICITOR</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name and, if applicable, Title</p> <hr/> <p>Print Name of Broker-Dealer</p>		<p>LORENCE & VANDER ZWART</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name and Title</p>
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