

Solicitor Application and Agreement

Date: / /20__

General Information:

Name:

Birth Date: / /

Address:

City:

State:

Zip:

E-mail address:

Business phone: () _____ - _____

Fax number: () _____ - _____

Broker/Dealer & Investment Adviser Information (if applicable):

Name of your Broker/Dealer:

Registered Representative Number:

Name of your Registered Investment Adviser:

You must submit all pages of this Solicitor Application and Agreement to:

BRIGHT FUTURES WEALTH MANAGEMENT, LLC.

Address: 2850 Clover Street, Pittsford, NY 14534

Fax: 585.231.1589

Solicitor Agreement

THIS SOLICITOR AGREEMENT (this "Agreement") is made and entered into by and between Bright Futures Wealth Management, LLC ("ADVISER") and the undersigned _____ ("Solicitor").

WHEREAS, ADVISER 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/or applicable state laws, rules and regulations; and

WHEREAS, Solicitor is not an employee, agent or officer of ADVISER, but is an independent contractor and desires to refer new investment advisory clients to ADVISER under the terms and conditions set forth herein; and

WHEREAS, Solicitor is not a person subject to a Securities and Exchange Commission 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, ADVISER and Solicitor agree as follows:

1. SCOPE OF SOLICITOR ACTIVITIES

Solicitor agrees to recommend ADVISER's investment advisory services to potential clients and agrees to solicit for and refer to ADVISER potential investment advisory clients. Solicitor shall use its best efforts to solicit and refer as clients to ADVISER those individuals and entities it believes are suitable and appropriate for the investment advisory services offered by ADVISER. Solicitor shall also make periodic contact with referred clients, at least annually, to assist referred clients in understanding the investment advisory services of ADVISER and to obtain and/or to update client information and forward the same to ADVISER. All solicitation activities shall be limited to a description and explanation ADVISER's services and 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 ADVISER, give any investment advice on behalf of ADVISER, nor accept any client on behalf of ADVISER. Solicitor is not authorized to enter into any agreement or undertaking on behalf of ADVISER. No investment advisory agreement will become effective until it is accepted by ADVISER at its offices in NY. Solicitor will bear all

expenses incurred in the soliciting of prospects under this Agreement, except in those limited instances where ADVISER specifically agrees in writing to reimburse for reasonable travel, entertainment or other expenses. Solicitor agrees to act in accordance with the instructions given by ADVISER, this Agreement, the provisions of the 1940 Act, the Securities and Exchange Commission ("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.

2. *DOCUMENT DELIVERY OBLIGATIONS.*

Pursuant to the 1940 Act or state law, at the time of any solicitation activities hereunder, Solicitor shall provide each client with current copies of the following: (a) the Solicitor's disclosure document required by the 1940 Act under Rule 206(4)-3, (b) Part 2A of ADVISER'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 ADVISER may designate from time to time), and (c) 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 ADVISER.

3. *SOLICITOR COMPENSATION.*

ADVISER agrees pay Solicitor the following referral fee:

This fee shall be due and payable within thirty (30) days after ADVISER receives the client advisory fee and shall continue so as long as the Solicitor remains eligible and qualified to receive such fees. In consideration for client referrals and other requested or required Solicitor activities, ADVISER 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 ADVISER and Solicitor are subject. The referral fees will be paid to: _____.

ADVISER reserves the right to change the referral fee or 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. Notwithstanding any provision of this Agreement to the contrary, ADVISER will not be obligated to pay any referral fee if, in the opinion of ADVISER's legal counsel, such payment would violate any law, rule, or regulation to which ADVISER is subject.

4. *CLIENT TERMINATION / REFUNDS.*

No compensation will be paid to Solicitor on any client rejected by ADVISER for any reason, or with respect to which client fees have been refunded ADVISER for any reason, or with respect to any fees not collected by ADVISER for any reason. Solicitor agrees to refund to ADVISER 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, ADVISER may offset any such amounts owed by Solicitor to ADVISER against future compensation owed to Solicitor.

5. *SOLICITOR REPRESENTATIONS, WARRANTIES, AND COVENANTS.*

Solicitor makes the following representations, warranties and covenants:

(A) In the state of _____ Solicitor [is/is not] required to be registered. Solicitor is and will continue to be registered or exempt from registration under all applicable federal and state laws, rules and regulations. Solicitor warrants and agrees that if such registrations, licenses and qualifications shall be obtained, ADVISER will receive all proper documentation and that Solicitor will comply at all times with all relevant laws, rules, and regulations of any applicable federal, state, local or self-regulatory organization, as well as the terms of this Agreement.

(B) Solicitor is not a person: (a) subject to any SEC order issued under Section 203(f) of the 1940 Act, or (b) 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 (c) 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 (d) 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 has 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 not a fiduciary, trustee or administrator of such prospect or an employer of any employee covered by 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 an individual retirement account under Section 408 of the Code.

(E) Solicitor is familiar with the investment advisory services offered by ADVISER and will use the most current information and materials available when recommending ADVISER's services. Solicitor shall promptly notify ADVISER if any of the representations or warrants 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 / CORRESPONDENCE.*

All notices required to be delivered under this Agreement will be delivered in person or by U.S. mail, overnight courier, or telecopier (with a hard copy in the U.S. mail), in each case prepaid and addressed as indicated in the Solicitor Application annexed hereto (or to such other addresses as the parties may specify to one another in writing).

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

8. *INDEMNIFICATION.*

Solicitor will indemnify ADVISER 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 breach by Solicitor of this Agreement or any act, omission or violation of law by Solicitor, as well as the costs and expenses of investigating and defending against any claim, suit, action or proceeding in which such loss, liability or expense is asserted against ADVISER 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 New York. This Agreement may not be assigned without the prior 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 in writing and signed 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. Solicitor's representations, warranties and obligations hereunder will survive the termination 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 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 the state of New York 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 attorneys' fees and other reasonable legal costs and expenses.

11. *SOLICITOR MANUAL.*

Solicitor acknowledges receipt of ADVISER's compliance or solicitor manual (if applicable) that sets forth ADVISER's general operating procedures. Solicitor agrees to consult said manual and conduct its business with ADVISER within the guidelines set forth therein, as amended from time to time, or as otherwise reasonably requested by ADVISER.

12. *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 ADVISER will disclose any non-public personal information obtained pursuant to this Agreement. Solicitor agrees 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 nonpublic personal information.

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

SOLICITOR'S SIGNATURE BOX

PRINTED NAME: _____

SIGNATURE: _____

SOCIAL SECURITY NUMBER: _____

E-MAIL ADDRESS: _____

Accepted By:

Bright Futures Wealth Management

2850 Clover Street, Suite 2

Pittsford, NY 14534

By: (Signature) _____

(Print Name) _____

Title: _____

Date: _____