

# **Brightworks Financial Planning**

## **CLIENT AGREEMENT FOR INVESTMENT ADVISORY SERVICES IMPLEMENTED WITH ORION PORTFOLIO SOLUTIONS, LLC AND/OR BRINKER CAPITAL INVESTMENTS, LLC.**

### **Our Agreement**

This agreement sets forth the terms under which Brightworks Financial Planning LLC will provide Investment Advisory Services to the undersigned client (“you”).

Brightworks will act as a solicitor for Orion Portfolio Solutions, LLC and Brinker Capital Inc.

We will use our best efforts to prepare an Asset Allocation that, based on your information, will reflect your current investment goals.

If you have used Brightworks for the development of a fee-based financial plan, realize that you are in no way obligated to implement that plan through us or our products and services. No matter whom you choose to help implement your plan, you should carefully consider all relevant factors in making product decisions and consult your attorney, accountant, and other professional advisors.

### **Orion Portfolio Solutions and Brinker Capital**

In September of 2020, Orion Advisor Solutions purchased Brinker Capital Inc. On December 31, 2022, Orion Portfolio Solutions, LLC merged with and into its affiliate Brinker Capital Investments, LLC. Prior to this time, Orion Portfolio Solutions, LLC and Brinker Capital Investments, LLC were separate affiliated subsidiaries of Orion Advisor Solutions, Inc. The legal name of Brinker Capital Investments, LLC changed to Orion Portfolio Solutions, LLC on December 31, 2022, under the reorganization but this did not change the services provided to customers. We utilize both proprietary portfolios from what is formerly known as Brinker Capital Investments and also the open architecture of Orion Portfolio Solutions, LLC when selecting appropriate investment allocations for you the client. Determining which of these offerings to utilize is at the discretion of Brightworks Financial Planning LLC as a Fiduciary Investment Advisor.

### **Brightworks' Role**

Our role under this agreement is to help you construct, implement, and monitor an appropriate investment allocation through the use of an allocation questionnaire and a diversification strategy commonly known as Modern Portfolio Theory (MPT). We will help you make changes to that allocation as your personal and financial situation dictates. We will help you service your account and make any relevant changes based on your

situational needs. We will communicate with Orion Portfolio Solutions and/or Brinker Capital on your behalf and fill the role of liaison between you and them. Our goal is to know your financial situation well and communicate routinely.

### **Your Role**

Your role is to keep us informed of any changes to your financial world that may impact the need to invest your money differently. Do not hesitate to ask questions or communicate concerns at any time. Do not hesitate to let us know how you feel regarding investment gains and losses and/or services on your account.

### **Confidentiality**

We will keep in confidence all personal and financial information you give us and use it only to implement this allocation strategy. Except as required by law, we will not use the information you provide to us for any other purpose or make it available to other parties without your consent. In certain situations, it may be necessary to provide limited information to our affiliated companies for the specific purpose of suggesting possible investment and insurance products or services to you and in coordinating any products or services we may offer or provide to you.

Please view our privacy policy at our website: [www.BrightworksFP.com](http://www.BrightworksFP.com)

### **Assignability**

We agree not to assign our duties and responsibilities under this agreement to any other party without your written consent. You understand, however, that your advisor may solicit the involvement and support of any of our Brightworks affiliates in the development and presentations of your allocation strategy, depending on their individual expertise.

### **Governing Law and Amendments**

This agreement will be governed in accordance with the internal laws of the state of South Carolina. This agreement is the sole and entire agreement between you and us with respect to asset allocation implementation. This agreement can be amended only by a written amendment signed by both you and Brightworks.

### **Limit on Liability**

We will seek both to perform our services under this agreement in a professional and timely manner and to correct any errors you call to our attention. We are not responsible, however, for errors resulting from incomplete or inaccurate data you provide to us or for indirect or consequential damages resulting from the implementation of your plan. You understand that all investments, including insurance products, involve risk (the amount of which may vary significantly), that performance can never be predicted or guaranteed, and that the value of your portfolios and investments will fluctuate due to market conditions and other factors.

**Arbitration**

You hereby agree to settle by arbitration any controversy between you and Brightworks or its affiliates, or its or their respective directors, officers, employees, representatives, or agents, which controversy arises out of this or any other agreement between you and Brightworks, which relates to your account or transactions, or which in any way arises out of your relationship to Brightworks. Such arbitration will be conducted by, and according to the securities arbitration provision rules and regulations associated with Financial Industry Regulation Authority (FINRA). Either you or Brightworks may initiate arbitration by filing a written claim with FINRA. Any award the arbitrator makes will be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable Federal Laws of the United States, including the Federal Arbitration Act. Any cost, fees or taxes involved in enforcing the award will be fully assessed against and paid by the party resisting enforcement of such award.

The above arbitration language does NOT waive any rights the client may have under federal and state securities law.

**Advisory Fees**

You agree to pay Brightworks an annual fee for us to construct, implement and monitor your allocation strategy. Brightworks’ fee for this Implementation with Orion Portfolio Solutions or Brinker Capital is:

\_\_\_\_\_Basis Points or \_\_\_\_\_% of 1%. Account number \_\_\_\_\_  
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This fee to Brightworks is collected internally against your account's assets by Orion Portfolio Solutions and/or Brinker Capital, along with the fees for their services stated in their Investment Advisory Agreement. This is collected quarterly for Brinker accounts and monthly for Orion Portfolio Solutions accounts. See their agreement for the total advisory fee and the timing of when these fees are assessed.

**Termination**

Per Orion Portfolio Solution’s and Brinker Capital’s Advisory Agreement, Termination must be requested in writing. Proceeds will be payable to Client upon settlement of all transactions in the account. Clients will be entitled to a prorated refund of any pre-paid quarterly fee based upon the number of days remaining in the quarter after the termination date. See Item 4 of Orion Portfolio Solution’s ADV for further details.

**Disclosure**

By signing below, you acknowledge (1) having received Part 2 of the Brightworks Form ADV as well as the Brinker ADV Part 2 and (2) that you understand and agree to all the terms contained in this Agreement and Part 2 of Form ADV and any supplemental

disclosure material that applies to the services you selected. You may also view these ADV Part 2 Agreements on our web site at [www.BrightworksFP.com](http://www.BrightworksFP.com)

Check here if you wish to “opt out” (not receive) the current or all future form(s) ADV Part 2 by email. \_\_\_\_\_

The Client Does **NOT** grant Brightworks Financial Planning LLC discretion or custody over their account or assets!

Name of Client 1: \_\_\_\_\_

Name of Client 2: \_\_\_\_\_

Client #1 Signature \_\_\_\_\_ Date \_\_\_\_\_

Client #2 Signature \_\_\_\_\_ Date \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name of Investment Advisor Representative: Forest Dutton, MBA \_\_\_\_\_

Name of Registered Investment Advisory Firm: Brightworks Financial Planning, LLC

Signature \_\_\_\_\_ Date \_\_\_\_\_