



# *Harbour Investments, Inc.*

## *Third-Party Manager Program Services Agreement*

### **THE COMPANY**

Harbour Investments, Inc. ("HII") is an investment adviser registered with the Securities and Exchange Commission under the Investment Adviser Act of 1940. HII is also a broker/dealer registered with the Financial Industry Regulatory Authority (FINRA) and is incorporated in the state of Wisconsin. HII offers its advisory services to financial planners, businesses, endowment funds, banks and thrift institutions, qualified plans and individuals. The advisory services offered under the terms of this Agreement will be referred to as Third Party Manager Program Services and will be offered to Client by HII and its Investment Advisory Representatives ("IARs").

### **PRIMARY SERVICE**

HII's Primary Service is performed on a non-discretionary basis unless a discretionary trading authority is executed within this agreement. Neither HII nor IAR takes custody of the clients' funds or securities. Under the terms of the Agreement, HII is engaged in the business of arranging Third-Party Managers Program ("Program") services for the client(s). The Third-Party Manager will manage the account(s) on a discretionary basis as indicated in their application. The relationship between HII and the third-party manager may be either a sub-advisory or solicitor relationship.

### **EFFECTIVE DATE AND TERM**

This Agreement shall commence on the inception date specified on the signature page of this Agreement and shall remain effective until terminated by the client(s) or HII.

### **PROGRAM SERVICES**

HII and IAR hereby agree to introduce the client(s) to an investment managers program and to assist the client(s) in reviewing and evaluating the reports and performance of the Program selected by the client(s) as the client(s) requests such assistance. The client(s) understands that HII also acts as a client finder for the investment manager(s) it introduces to the client(s) and receives fees for doing so. Also, the client(s) understands that because of this fee payment HII and its advisor(s) have a conflict of interest when limiting their recommendations of managers to those compensating HII for doing so.

HII and IAR will provide the documents and forms necessary to establish a client profile with a third-party manager's program. The client(s) agrees to notify its IAR promptly of any material changes to the information furnished by the client(s) in the profile. The client(s) understands that HII and Program services provided to the client(s) do not guarantee any investment gains or that losses will not occur from receiving services.

All decisions relating to the clients' assets or trading activity shall be made by the third-party managers program consistent with the clients' investment goals and constraints. The client(s) agrees to enter into an advisory agreement with the Program whereby the manager(s) agrees to accept and manage the clients' account on a discretionary basis in accordance with the objectives of the client(s). The IAR may have the discretion to adjust the program per the client's objectives/needs if the client(s) initials under the Discretionary Trading Section below.

### **DISCRETIONARY TRADING AUTHORIZATION**

The client(s) initials on the last page of this agreement authorizes the IAR as the agent and attorney-in-fact (the "Agent"), with full power and authority to buy, sell (including short sales and liquidations), exchange, convert and otherwise trade in stocks/ETFs (non-penny stock), options, UITs, bonds, municipal bonds, mutual funds, CDs and US Treasury instruments whether directly or indirectly through investments in managed investment products on margin or otherwise, in one or more accounts maintained through Harbour Investments, Inc.

In all such transactions, Harbour is hereby authorized to follow the instructions of the Agent; the Agent is authorized to act on behalf of the client(s) in the same manner and with the same force and effect as the undersigned might or could with respect to such transactions, the making and arranging deliveries and with respect to all other things necessary or incidental to the furtherance and/or conduct of the account. This authorization does not grant IAR permission to take delivery or possession of the client's funds or securities. This authorization is a continuing one and shall remain in full force and effect until revoked by the client(s), or an authorized person on the client(s) behalf, or by the IAR pursuant to the provisions of this agreement. This Authorization shall automatically terminate upon the death of the client(s). The provisions hereof shall be in addition to and in no way limit or restrict any right which Harbour may have under any agreement with the client(s). Each of the client(s) hereby agrees to the terms and

conditions as set forth in this Discretionary Trading Authorization. This Discretionary Trading Authorization / Power of Attorney shall be construed according to the laws of the State of Wisconsin.

#### **BACKGROUND INFORMATION/CONFIDENTIALITY**

The client(s) agrees to furnish HII and IAR with all information reasonably requested to perform an analysis of the clients' financial situation and investment objectives. Investment managers recommendations shall be made in reliance upon the client(s) provided information. All the client(s) information shall be treated as confidential.

#### **IMPLEMENTATION OF RECOMMENDATIONS**

The client(s) shall be free either to follow or to disregard any advice provided by HII and shall be responsible for deciding what advice to act upon and when to act upon it.

#### **FEES**

Fees for HII's services hereunder shall be paid to HII by the selected Managers Program or custodian. Fees for Program services vary based upon the value of assets under management and annual asset-based fees usually range from .25% to 1.00% of the assets under management and cover HII and IARs fee only, not the manager(s), transaction or custodial fees. If a manager or manager's portfolio is changed, the program and/or manager fees may also change from what was initially disclosed when the account was opened.

#### **ASSIGNMENT/GOVERNING LAW**

HII will make efforts to provide the client notice in the event that the client's Agreement has been assigned, sold, and/or transferred. The validity of this Agreement and the rights and liabilities of the parties hereunder shall be governed and construed according to the laws of the State of Wisconsin.

#### **CONFLICTS OF INTEREST**

HII's investment advisory services are marketed and sold by its advisors who may or may not have the advisory capacity in connection with recommendations. The IAR is also a registered representative of the Broker/Dealer. These roles result in a conflict of interest for HII and/or its IARs in at least the following ways. As a registered representative, there may be commissions involved in certain transactions that are paid to the registered representative. Other remunerations received by HII and/or its IARs may be in the form of dealer concessions, marketing fees, reimbursement for costs and expenses, promotional payments, 12b-1 fees or other compensation generated by mutual funds, variable annuities, or the purchase or sale of securities as outlined in the respective prospectuses given to the prospective client at the time of the meeting.

Additionally, if the Client chooses to enlist management services on a product that offers a dealer concession, 12b-1 fee, or any other compensation, there often additional charges as a result. Administrative fees on credit balances from brokerage firms are paid to HII and/or the IAR. An IAR sometimes receives gifts or trips as incentives for volume production. Any and all these payments to HII, its representatives and/or its IAR represent a conflict of interest since it incentivizes HII and its personnel to recommend products and services that pay such remuneration. Clients are advised of this fact. They are also advised that they are not obligated to accept any recommendation from HII, its registered representatives or IARs. Products and services which do not have accompanying payments to HII, and its personnel are available and may be elected by the Client in lieu of any other recommendation. Further information concerning conflicts of interest is available in HII's ADV which it makes available to its clients.

#### **TERMINATION and REQUIRED DISCLOSURES**

This Agreement may be terminated by and upon either party giving written notice to the other party and termination will become effective upon receipt of such notice provided. Upon termination of the agreement, the client(s) agrees to pay HII all fees contractually owed by the client(s) and HII will refund any net balance paid under the Agreement for services not yet rendered.

If the client(s) has not received the Investment Advisory Brochure at least 48 hours prior to signing Agreement, the client(s) shall have the right to terminate this Agreement without penalty within five (5) business days of entering it.

***Adequate Information:*** The client(s) have been provided access to a current ADV Part II Brochures for all the investments applied for. The client(s) understand it is their responsibility to review the investment objectives and risks for which they are considering. The client will receive account statements from their selected custodian, it is the client's responsibility to review these statements and notify their IAR in the event of error or misunderstanding. Dividends and capital gains may be taxable on this investment, please consult your tax adviser on any tax issues.



# Harbour Investments, Inc. Third-Party Manager Program Services Agreement

## CLIENT NAME/THIRD-PARTY PROGRAM

| Client Name & Account Type | Program/Manager Name | Program/Manager Fee %* | IAR Annual Fee %* | Total Fee %* |
|----------------------------|----------------------|------------------------|-------------------|--------------|
|                            |                      | %                      | %                 | %            |
|                            |                      | %                      | %                 | %            |
|                            |                      | %                      | %                 | %            |
|                            |                      | %                      | %                 | %            |
|                            |                      | %                      | %                 | %            |

\*If fee information is not provided in above grid, see attached for fee details.

## DISCRETIONARY TRADING INITIAL(S) REQUIRED

\_\_\_\_\_ The advisor will manage the client’s advisory account(s) on a discretionary basis and have limited power of attorney to adjust model allocations on behalf of the client(s) without obtaining the client(s) consent prior to every model change. This authority is limited to model allocation adjustments in the client’s managed account(s) within the agreement.

## CLIENT SIGNATURE(S):

I/we have read the Third-Party Manager Program Services Agreement and fully understand the various provisions set forth as they affect the Third-Party Managers Program Services provided by HII. In accordance with Rule 204-3 of the Investment Advisers Act of 1940, I/we have received a copy of the Harbour Investments, Inc. Investment Advisory Brochure. The client hereby makes the following representations about informed consent of the receipt of certain information from Harbour: I (we) acknowledge receipt of Harbour’s Form CRS and understand its contents. I (we) agree to receive and have received, delivery of Harbour’s Best Interest Disclosure by visiting <https://harbourinv.com/clients/regulation-bi/>.

X \_\_\_\_\_  
Client Signature Date

X \_\_\_\_\_  
Joint Client Signature Date

X \_\_\_\_\_  
Print Client Name

X \_\_\_\_\_  
Print Joint Name

I, the undersigned IAR, have disclosed to the client(s) all material components of the fee-based program, including the fee schedule, services provided, and the fact that the program may cost more than paying for the services separately or establishing a commission-based account. I am properly licensed and have met the appropriate state and federal examination requirements for conducting IAR services in the clients' state of residence.

X \_\_\_\_\_  
IAR Signature(s)

X \_\_\_\_\_  
Print IAR Name & Rep Number