

Chariot Advisors, LLC

SOLICITOR DATA SHEET

1. Solicitor Name: _____

2. Taxpayer I.D. No.: _____ 3. CRD No.: _____

4. Securities Licenses Held: _____ 5. States Registered in: _____

6. States Registered for Life, VA and VUL Licenses Held (attach copies): _____

8. Home Address: _____
Street Address

City, State and Zip Code

9. Home Telephone: () _____ 10. Home Fax: () _____

10. Driver's License Number: _____ State of Issue: _____ Expiration Date: __/__/____

11. Solicitor Does Business As: _____ 12. Tax I.D. No.: _____

13. Business Form: Corporation Partnership Proprietorship

14. Office Address: _____
Street Address (Including Suite Number, if applicable)

City, State and Zip Code

15. Business Telephone: () _____ 16. Fax: () _____

17. Cell Phone: () _____ 18. Email Address: _____@_____

19. Are you currently a Registered Investment Advisor under the Investment Advisor Act of 1940? Yes No

20. Are you currently a Registered Investment Advisor with your state of residence? Yes No

22. Are you a Solicitor or an RIA Representative for another Registered Investment Advisor? Yes No

23. Does your Broker/Dealer have a Registered Investment Advisor? Yes No

24. Are you required to be a RIA Representative with your B/D's Registered Investment Advisor? Yes No

25. Broker/Dealer: Name _____

Address _____

City, State and Zip Code _____

26. Contact Person: _____ Title: _____

27. Broker/Dealer Telephone: (____) _____ 28. Broker/Dealer Fax: (____) _____

Solicitor Signature (SEAL) _____/_____/_____
Date



SOLICITOR AGREEMENT

This Solicitor Agreement (“Agreement”) is made and entered into this day of _____, 20__ by and between Chariot Advisors, LLC (“Advisor”) and _____ (“Solicitor”). This Agreement sets forth the terms and conditions of our mutual arrangement whereby Solicitor, subject to the terms and conditions set forth below, shall solicit, for a fee, prospective investment advisory clients for Advisor, a registered investment advisor.

WHEREAS, Advisor is engaged in the business of rendering investment advice to clients for a fee and is registered as an investment adviser with the United States Securities and Exchange Commission (the “SEC”) under the Investment Advisers Act of 1940, (the “Act”);

WHEREAS, Solicitor, subject to the terms and conditions set forth below, desires to solicit prospective investment advisory clients, for a fee, for Advisor.

WHEREAS, Advisor is willing to pay Solicitor a fee for such referrals on the terms and conditions set forth herein and subject to the applicable federal and state laws, rules, and regulations.

NOW THEREFORE, Advisor and Solicitor agree to the following:

1. In the capacity as an independent contractor, and associated person of Advisor, Solicitor will use his/her best efforts to solicit and refer, at his/her expense, potential clients to the Advisor. All solicitation activities by Solicitor on behalf of Advisor shall be limited to referring potential clients to Advisor. Solicitor will not provide any investment advice to clients. Solicitor agrees that he/she will not make any representation that would cause a potential client to believe that Solicitor is rendering or will render any advisory services on Advisor’s behalf. It is agreed that Solicitor is acting as an independent contractor hereunder and that nothing contained in this Agreement will be construed to create a relationship of employer-employee, agency, representative, partnership, joint venture or any relationship other than that of an independent contractor.
2. Solicitor will only refer those potential clients that he/she believes are suitable and appropriate for the investment advisory services provided by Advisor. Solicitor will not have any duty to make any level of solicitations/referrals on behalf of Advisor. Solicitor represents that he/she is familiar with the investment advisory services and programs offered by Advisor. Solicitor does not have any authority to accept any client(s) on behalf of the Advisor and the Advisor does not have any obligation to accept any prospective clients referred by the Solicitor. Solicitor’s principal duties under this Agreement consist solely of introducing potential clients to Advisor and assisting potential clients with the establishment of an initial relationship with the Advisor. Such duties will include introducing potential clients to the Advisor and providing potential clients with information about the Advisor.
3. In the solicitation of potential clients, Solicitor agrees that he/she will only use those investment advisory and marketing materials that have been provided by or approved in writing by Advisor. Solicitor will not publish advertisements, distribute sales or promotional literature, or engage in any communication describing the Advisor’s services without obtaining prior written approval of the Advisor as to the consent of such materials or communication.

4. Solicitor will keep confidential any client information obtained in connection with this Agreement. Any information obtained by Solicitor as a result of this relationship will not be disclosed without the potential client's consent.

5. Solicitor understands that it must comply with all applicable SEC and/or state registration/licensing requirements that may be required in connection with the solicitation services provided under this Agreement. Solicitor understands that the requirements for client solicitation may differ from state to state and that some states will not have any requirements regarding the solicitation of clients, and other states may require that Solicitor be registered as an investment advisor representative in order to solicit clients on behalf of Advisor. Solicitor agrees to obtain and maintain any SEC and/or state registrations/licenses that may be required in connection with the solicitation services provided under this Agreement unless the Solicitor has been advised by counsel that he/she is exempt or excluded from applicable registration/licensing requirements. Solicitor represents and warrants that he/she is/and will remain at all times during this Agreement, properly registered, licensed and/or qualified under applicable federal and/or state laws, rules and regulations, and the applicable rules of self regulatory organizations that may have jurisdiction of the investment advisory business of Advisor. Solicitor will promptly notify Advisor if it does not continue to meet the registration or licensing requirements or qualifications previously referenced. Solicitor hereby represents and warrants to Advisor that he/she is not disqualified to act as a solicitor either under Rule 206(4)-3(a)(1)(ii) of the Act or such state laws, rules and regulations as may be applicable. Specifically, Solicitor hereby represents and warrants that he/she:

- a. is not subject to any SEC order issued under Section 203(f) of the Act or
- b. has not been convicted within the last ten years of any felony or misdemeanor involving conduct described in Section 203(c) of the Act, or
- c. has not been found by the SEC to have engaged, or has been convicted of engaging, in any of the conduct specified in paragraphs (1), (4), or (5) of Section 203(e) of the Act, or
- d. is not subject to an order, judgment, or decree described in Section 203(e)(3) of the Act.

Solicitor will promptly notify Advisor if any of the representations or warrants of this paragraph ceases to be true and correct. Solicitor agrees to make available to Advisors all such registrations, licenses and other documents as may be reasonably requested by Advisor from time to time during the term of this Agreement in order to verify the foregoing representations and warranties.

6. Solicitor will perform its responsibilities under this Agreement in accordance with the rules and regulations of the Act, including Rule 206(4)-3 or the applicable state rules or regulations. Pursuant to the Act and/or any applicable state rules or regulations, at the time of any solicitation activities hereunder, Solicitor will provide each prospective client with current copies of the following:

- (a) a copy of Advisor's current Form ADV Part II and Schedule F or other such written disclosure document meeting the requirements of Rule 204-3 or the applicable state rule, as may be amended from time to time; and
- (b) the Solicitor's Disclosure Statement. Solicitor will obtain, at the time of solicitation, each prospective clients signed and dated acknowledgment of the receipt of the Advisor 'Form ADV Part II and Schedule F or similar disclosure document and the Solicitor's Disclosure Statement. Upon obtaining the acknowledgement, Solicitor will promptly forward a copy of the same to Advisor.

7. The Solicitor's annual fee for the referral services provided under this Agreement will be negotiated and agreed upon by the client and the Solicitor. The maximum annual fee for referral services shall be 1.5% and the Advisor's total investment advisory fee charged to the referred client will not exceed 2.75%. The investment advisory fee will be charged in accordance with the fee schedule annexed hereto and made a part hereof as Exhibit "A". If Advisor receives vendor commissions in its separate capacities as registered representative or insurance agent to client, which commissions will be used to offset the advisory fees to be paid by clients, the Advisor will not pay Solicitor any portion of those commissions received unless Solicitor is properly licensed, authorized and approved to receive such commissions.

8. All client referrals are subject to acceptance by Advisor. No compensation will be paid to Solicitor on any potential client rejected by Advisor for any reason, or with respect to which such fees have been refunded by Advisor or with respect to any fees not collected by Advisor for any reason. Solicitor agrees to treat any compensation owed by Advisor Here under as unearned income and to refund to Advisor within thirty (30) days of written notice to Solicitor the amount of advisory fees refunded by Advisor to any client for any reason. Notwithstanding the foregoing, Advisor may offset any such amounts owed by Solicitor to Advisor against future solicitor fees generated by Solicitor. Advisor will only continue to pay fees to Solicitor so long as client remains a paying client of Advisor. Upon termination of a relationship with a client, Advisor will continue to pay Solicitor for that client only up until the Advisor's last billing date for that client. Advisor may immediately cease paying any compensation to Solicitor upon the termination of Solicitor as a properly registered investment advisor or investment adviser representative, if applicable.

9. If Solicitor is registered as a registered investment advisor, Solicitor will deliver to Advisor a copy of Solicitor's current Form ADV. As of the date hereof, Solicitor warrants that all amendments to Form ADV which are required by the Investment Advisers' Act of 1940 or applicable state securities act and the rules there under have been made and filed with the SEC and/or each applicable state securities regulator. Solicitor agrees to amend its Form ADV to disclose the relationship created by this Agreement, if any such amendment is necessary.

10. Solicitor understands that Advisor cannot guarantee the accuracy or profitability of advice it renders to any client and that there can be no assurance that Advisor's services will not result in losses.

11. This Agreement shall remain in full force and effect until terminated by either party upon thirty (30) days written notice to the other. Notwithstanding the foregoing, this Agreement shall terminate immediately either upon the termination of Solicitor as either an investment advisor or investment advisor representative or upon the breach by Solicitor of any term of this Agreement.

12. Advisor is authorized to instruct the Custodian to forward to the individual client copies of all proxies and shareholder communications relating to the client's assets.

13. Solicitor agrees to keep confidential all ideas, techniques, and materials supplied by Advisor and shall not reproduce or distribute the same to any other person at any time, or use the same after termination of the Agreement except by express written consent of Advisor.

14. No waiver by either party to this Agreement at any time of any breach of the other party or of compliance by the other party with any condition or provision of this Agreement to be

performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

15. If any provision of this Agreement shall be held or deemed to be illegal, inoperative, or unenforceable by any court of competent jurisdiction, the same shall not affect any other provisions herein contained or render the same invalid, inoperative, or unenforceable.

16. This Agreement shall inure to the benefit of and be binding upon the parties herein and their respective successors and assigns. Nothing in this Agreement, either express or implied, is intended to confer upon any other person or entity any rights or revenues under or by reason of this Agreement.

17. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding any prior agreement, understanding, arrangement, warranty or representation, oral or written, express or implied, with respect to such subject matter. This Agreement may not be amended except by in writing signed by the parties hereto.

18. This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina, without giving affect to the conflicts of law provisions thereof.

19. To the extent allowed by law, any controversy or dispute which may arise between Solicitor and Advisor concerning any transaction or the construction, performance, or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction. Solicitor notes the following provisions of arbitration:

- Arbitration is final and binding on all parties.**
- The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.**
- Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**

The agreement to arbitrate does not entitle Solicitor to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and the Client expressly agree that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert

such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

20. Solicitor and Advisor agree to defend, indemnify, and hold harmless the other from any and all claims, losses, damages, liabilities, costs and/or expenses resulting from the other's violation of any of the terms of this Agreement. Each party's rights and obligations under this paragraph shall survive the termination of this Agreement.

21. Notwithstanding any provision herein to the contrary, each party hereto agrees that any Nonpublic Personal Information, as defined under Section 248.3(t) of Regulation S-P ("Regulation S-P"), promulgated under the Gramm-Leach-Bliley Act (the "Act"), disclosed by a party hereunder is for the specific purpose of permitting the other party to perform the services set forth in this Agreement. Each party agrees that, with respect to such information, it will comply with Regulation S-P and the Act and that it will not disclose any Nonpublic Personal Information received in connection with this Agreement to any other party, except to the extent necessary to carry out the services set forth in this Agreement or as otherwise permitted by Regulation S-P or the Act.

22. Solicitor may not assign or otherwise transfer this Agreement or any right or interest hereunder without Advisor's prior written consent.

23. Solicitor has the full power and authority to execute and perform this Agreement, and the execution and performance of this Agreement by Solicitor will not violate any law or agreement to which you are a party or by which you are otherwise bound.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE.

This Agreement is signed and effective this _____ day of _____, 20__ by,

By: _____

(Solicitor Name) (Signature)

By: _____

Exhibit "A"

In accordance with paragraph 7 of the Solicitor Agreement between Chariot Advisors, LLC ("Advisor") and _____ ("Solicitor") executed on _____, Advisor shall pay Solicitor an annual fee, (payable quarterly) which will be calculated as an asset-based service fee based upon the value of the client's account and contingent upon Advisor's receipt of the advisory fee earned and received under the Investment Advisory Agreement with Client.

Advisor fees shall be stated in the Advisor's Investment Advisory Agreement and the portion paid to the Solicitor will be disclosed to clients in the Solicitor Disclosure Document, both of which will be executed by the clients.

The fee paid by the Client will be calculated based upon the total value of the Client's investment assets. The fee will be calculated in accordance with the Client's Investment Advisory Agreement. The Client account value will be based solely upon the market value of the account and assessed in arrears at the end of each calendar quarter. For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported, shall be valued at the last reported sale price on the principal market in which they are traded or, if there shall be no sales on such date, then at the mean between the closing bid and asked prices on such date. Other readily marketable securities shall be priced using a pricing service or through quotations from one or more dealers. The quarterly fee will be equal to the annual rate, times the market value of the account, divided by four. New account assets held for a partial quarter will be pro-rated based on the number of days the account was open during the quarter. The fees are billed to the custodian and paid directly to the Advisor from the Client's account.

In no event will Advisor pay Solicitor a portion of any commissions received unless Solicitor is properly licensed, authorized, and approved to receive such commissions.

Solicitor's portion of the individual client fee shall be collected and paid to Solicitor by Advisor within 30 days of the Advisor's receipt of the individual client's fee payment.

In the event an individual client terminates an Investment Advisory Agreement mid-period, the individual client shall receive a pro-rated refund of any unearned fees paid to Solicitor and Advisor in advance. In the event that Advisor is required to refund a portion of a pre-paid fee to a client, Solicitor will be required to reimburse Advisor or Advisor may offset such refund amount against other fees Advisor owes Solicitor.

This Exhibit "A" is accepted this _____ day of _____, 20__ by,

By: _____

(Solicitor Name) (Signature)

By: _____