



## INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement is entered into by and between **CONFLUENCE INVESTMENT MANAGEMENT LLC**, a Delaware limited liability company (“Adviser”), and the undersigned client (“Client”).

### Recitals

A. Adviser is an investment advisor registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended (the “Advisers Act”).

B. Client desires to retain Adviser as investment advisor to furnish investment advisory and portfolio management services to Client with respect to its existing portfolio and such other portfolios as the Client and Adviser may agree upon (collectively, the “Portfolios”), and Adviser is willing to furnish such services.

### Agreement

In consideration of the premises and mutual covenants herein contained, it is agreed between the parties hereto as follows:

**1. Appointment.** Client hereby appoints Adviser as investment advisor of the Client’s Portfolios listed on Schedule A of this Agreement (as such schedule may be amended from time to time) for the period and on the terms set forth in this Agreement. Adviser accepts such appointment and agrees to render the services herein set forth for the compensation herein set forth.

**2. Duties As Investment Adviser.** Adviser will provide a continuous investment program for each Portfolio, including investment research and management with respect to all securities, investments and cash equivalents in each Portfolio. Adviser will review and comply with reasonable written guidelines regarding investments to be held within the Portfolio (the “Investment Guidelines”), if any, provided to Adviser by Client. To the extent that Adviser is unable or unwilling to comply with any portion of the Investment Guidelines, Adviser will promptly notify Client of such fact. Adviser will have full discretionary power and authority to supervise and direct the investment of the assets in the Portfolios, including the power and authority to buy, sell, exchange, convert and otherwise effect transactions in any stocks, bonds and other securities or investments, all at Client’s risk and without prior consultation with it. Client hereby appoints Adviser as its attorney-in-fact for purposes of exercising the foregoing power and authority and discharging Adviser’s other obligations under this Agreement. Adviser may take any action or non-action as Adviser deem appropriate, with or without other consent or authority from Client, and Adviser may exercise Adviser’s discretion and deal in and with the assets in the Portfolios exactly as fully and freely as Client might do as owner thereof. Adviser is authorized and requested to accept all registered securities of any kind now held or added to the Portfolios in the future and to execute endorsements, stock powers, assignments or other instruments of conveyance or transfer of such registered securities of any kind for the purpose of effecting the transfer to a nominee or other disposition (including sale) of such securities under Client’s instructions, by signing its name only or by signing the same as its attorney-in-fact, as may be deemed by Adviser to be necessary and proper for such purpose. Client will deliver to Adviser promptly, upon request at any time, all necessary stock and bond powers and other required documents. Adviser will not maintain custody or possession of Client funds or securities except insofar as Adviser may be authorized to deduct its fees from the Client’s custodial account, if any.

**3. Brokerage Services.** Adviser will place orders pursuant to its investment determinations for each Portfolio either directly with the issuer or through brokers. Adviser may enter orders for securities transactions in the Portfolios with such brokers, dealers, or issuers as Adviser may select. Orders will be entered for execution on such markets, at such prices, and at such rates of broker-dealer compensation as Adviser deem appropriate. When selecting a broker-dealer to use for the execution of trades on behalf of its clients, Client understands that Adviser, bearing in mind a Portfolio’s best interests at all times, will consider such factors as quality of execution (including the price to be paid, access to markets, timely and accurate written confirmations and the broker-dealer’s record of good and timely delivery and payment on trades), ability to handle block trades, knowledge of the market, specific industries, and securities, the financial condition of the broker-dealer and quality and value of research material and services. Client further understands that it is not Adviser’s policy to seek the

lowest available commission rate when it is believed that a broker or dealer charging a higher commission rate would offer greater reliability or provide better price or execution. If Adviser decides to purchase or sell the same securities for Client and other of Adviser's clients at about the same time, Adviser may combine the order for the Portfolios with orders for other clients to allow Adviser to negotiate better prices or lower commission rates and other transaction charges than Adviser could get for an order for the Portfolios alone. Adviser may allocate securities so purchased or sold, as well as the expenses incurred in the transaction, in the manner that Adviser consider to be equitable and consistent with Adviser's fiduciary obligations to Client and Adviser's other clients. Adviser may enter orders with brokers or dealers with which Adviser is affiliated, and Client acknowledges that such brokers or dealers may profit from such transactions by charging their usual and customary rates of compensation, including mark-ups or mark-downs on principal transactions. If Client was referred to Adviser by a broker or dealer, Client understands that Adviser could have a conflict of interest in negotiating broker-dealer compensation with such broker or dealer on Client's behalf.

**4. Voting of Portfolio Securities.** Adviser will be responsible for voting all proxies with respect to securities held in the Portfolios and will keep such records as may be required in connection with such activity. Upon Client's request, Adviser will provide to Client a copy of Adviser's Proxy Voting Policy as well as information concerning the voting of shares in the Portfolios. Financial reports are not to be forwarded to Client unless requested.

**5. Compensation.** Client will pay Adviser, effective from the date of this Agreement, a fee which will be billed quarterly in advance based on the market value of each Portfolio on the last day of the prior quarter (or on the opening balance of a new Portfolio) at the annual rates as percentages of that Portfolio's assets as set forth in the attached Schedule A, which schedule can be modified from time to time upon 30 days written notice to reflect changes in annual rates or the addition or deletion of a Portfolio from the terms of this Agreement. If this Agreement becomes effective or terminates with respect to any Portfolio before the end of any quarter, the fee for the period from the effective date to the end of the quarter or from the beginning of such quarter to the date of termination, as the case may be, will be prorated according to the proportion that such period bears to the full quarter in which such effectiveness or termination occurs.

Client agrees that Adviser's fee may be deducted directly from Client's custodial account. Adviser will send Client a quarterly statement at the same time that a bill is sent to the custodian, and Adviser will direct the custodian to send Client a statement reflecting the deduction of all fees from the account. Client is responsible for verifying the accuracy of the fee calculation as Client's custodian will not determine whether or not the fee was properly calculated.

**6. Adviser's Representations, Warranties and Covenants.** Adviser represents, warrants and covenants to Client as follows:

(a) Adviser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and has full power and authority to carry on its business as it has been and is conducted. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within the corporate power of the Adviser and have been duly authorized by all necessary corporate or other action.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions provided herein will violate any agreement to which the Adviser is a party or by which it is bound or any law, order or decrees or any provision of the governing documents of Adviser.

(c) Adviser is duly registered as an investment adviser with the Securities and Exchange Commission pursuant to the Advisers Act.

(d) Adviser will comply in all material respects with all applicable statutes, regulations and requirements of the United States or any state government having jurisdiction over its activities.

(e) While this Agreement is in effect, Adviser will provide Client with a current version of its Disclosure Statement as required pursuant to Rule 204-3 (17 CFR 275.204-3) under the Adviser's Act on an annual basis upon Client's written request without charge.

(f) Adviser will fully and faithfully discharge all its obligations, duties and responsibilities pursuant to this Agreement and will promptly notify Client if any of the representations, warranties or covenants set forth in this Agreement is no longer true.

**7. Client's Representations, Warranties and Covenants.** Client represents, warrants and covenants to Adviser as follows:

(a) Client is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has full power and authority to carry on its business as it has been and is conducted. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within the power and authority of the Client under its governing documents and have been duly authorized by all necessary corporate and other action. Client agrees to provide Adviser with a true and correct copy of Client's charter, operating, partnership or trust agreement, plan or other governing instruments or documents upon request by Adviser and to promptly notify Adviser of any amendment thereof.

(b) If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Adviser under this Agreement are within the scope of the services and investments authorized by the governing instruments of, and/or law and regulations applicable to, such trustee or fiduciary and such trustee or fiduciary is duly authorized to enter into this Agreement.

(c) Client warrants that any securities or other assets delivered to Adviser are free of any encumbrances, including constructive liens.

(d) If Client is an employee benefit plan subject to the provisions of ERISA, Client represents that Client is a "named fiduciary" within the meaning of ERISA with respect to control or management of the assets of the Portfolio. Client further represents that if the Portfolio's assets represent a portion of an employee benefit plan, Client will remain responsible for determining an appropriate overall diversification policy for the assets of such plan.

(e) If Client is a retirement plan subject to ERISA, Client agrees to obtain and maintain while this Agreement is in effect any bond required pursuant to the provisions of ERISA or other applicable law and to include within the coverage of such bond Adviser and any of Adviser's officers, directors and employees whose inclusion is required by law. Client agrees to promptly provide Adviser with appropriate documents evidencing such coverage upon request.

(f) Adviser will have no responsibility under this Agreement for the administration of the Portfolio other than with respect to the management of assets held therein and as otherwise expressly set forth in this Agreement.

(g) Client will promptly notify Adviser if any of the representations, warranties or covenants set forth in this Agreement is no longer true.

**8. Other Clients.** Client understands that Adviser performs investment advisory services for various other clients. Adviser agrees to act in a manner consistent with its fiduciary obligation to deal fairly with all clients when taking investment actions. Client agrees that Adviser may give advice and take action in the performance of its duties with respect to any of its other clients that may differ from the timing or nature of action taken with respect to the Account. Adviser will not be under any obligation to purchase or sell for the Account any security that Adviser, its officers, or employees may purchase or sell for its or their own Accounts or purchase or sell or recommend for purchase or sale for the Account of another client if, in the sole discretion of Adviser, such action is not practical or desirable for the Account.

**9. Limitation of Liability of Adviser.** Adviser will act in good faith and will not be liable for any loss incurred in connection with recommendations or investments made or other action taken on behalf of the Portfolios due to errors of judgment or by reason of its advice, including action taken or omitted prior to a written notice of termination. Adviser will not be excluded from liability for losses occasioned by reason of its willful misfeasance, bad faith or negligence in the performance of its duties, or by reason of its reckless disregard of its obligations and duties hereunder, although that nothing in this Agreement will constitute a waiver or limitation of any rights that Client may have under applicable federal or state law. Adviser will not be responsible for any loss incurred by reason of any act or omission of Client, a custodian or any broker-dealer.

**10. Agreement not Assignable.** This Agreement will inure to the benefit of the parties and their respective successors and assigns; Adviser may not, however, assign (as that term is defined in the Advisers Act) this Agreement without Client's written consent.

**11. Termination.** This Agreement will become effective upon its execution and will remain in full force and effect continuously thereafter until terminated without the payment of any penalty. Adviser or the Client may at any time terminate this Agreement with respect to any or all Portfolios by not less than thirty days' written notice delivered or sent by registered mail, postage prepaid to the other party. Termination of this Agreement will not affect (i) the validity of any action taken previously by Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination; or (iii) Client's obligation to pay advisory fees (pro rated through the date of termination). Upon termination, Client will receive a refund of the portion of any prepaid fee not utilized by Adviser.

**12. Receipt of Disclosure Statement.** Client hereby acknowledges receipt of Adviser's Disclosure Statement as required pursuant to Rule 204-3 (17 CFR 275.204-3) under the Adviser's Act prior to or within 48 hours of the date (shown below) of the Client's signing of this agreement. Client will have the option to terminate this agreement in its entirety exercisable at Client's sole option, and without penalty, for five days from the date of the Client's signing of this agreement; provided, however, that any investment action taken by the Adviser with respect to the Portfolios during such five day period in reliance upon this agreement and prior to receipt of actual notice of the Client's exercise of this right of termination, will be at the sole risk of the Client.

**13. Notices.** All notices, reports or other communications required or provided from in this Agreement must be in writing and, unless a specific form of delivery is otherwise provided for elsewhere in this Agreement, will be deemed properly delivered when emailed or mailed, as set forth beneath the signatures hereto or to such other address as the addressed party may designate in writing to the other party from time to time.

**14. Miscellaneous.**

(a) This Agreement together with its attachments, which are incorporated into this Agreement, constitutes the entire agreement of the parties as to the management of the Portfolios.

(b) No provision of this Agreement may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the amendment, change, waiver, discharge or termination is sought, except to the extent such amendment is allowed under Paragraph 5 of this Agreement.

(c) This Agreement is to be construed in accordance with the laws of the State of Missouri, without giving effect to the conflicts of laws principles thereof.

(d) If any provision of this Agreement is held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement will not be affected thereby.

(e) This Agreement is binding upon and inures to the benefit of the successors and assigns of Client or Adviser (subject to Paragraph 10).

**15. Arbitration.** In the event of any dispute concerning or arising out of this Agreement, such dispute must be submitted by the parties to arbitration. Arbitration proceedings may be commenced by either party after giving the other party notice thereof and proceeding thereafter in accordance with the Securities Arbitration rules of the American Arbitration Association. Any such arbitration will be governed by and subject to the applicable substantive laws of the State of Missouri, and the then-prevailing rules of the American Arbitration Association. The arbitrator's award in any such arbitration will be final and binding, and judgment upon such award may be enforced by any court of competent jurisdiction.

*[Signature to Follow on the Next Page]*

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION  
THAT MAY BE ENFORCED BY THE PARTIES.

This Agreement is entered into by Adviser and Client as of the date this Agreement has been signed by each party hereto.

**Adviser:**

**Confluence Investment Management LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Confluence Investment Management

349 Marshall Avenue, Suite 302

Saint Louis, MO 63119

**Client:**

\_\_\_\_\_  
(print Account title)

Signature(s): \_\_\_\_\_

Name(s): \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

Attention: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Additional Information:**

Account Number: \_\_\_\_\_

Estimated Account Balance: \_\_\_\_\_

Account title (e.g., John Q. Public Trust): \_\_\_\_\_

Owner name (if different from above): \_\_\_\_\_

Owner address (if different from above): \_\_\_\_\_

Phone number: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Tax status (taxable / non-taxable): \_\_\_\_\_

Account Registration (e.g., joint, IRA, Trust, etc.): \_\_\_\_\_

Systematic Monthly Withdrawal (if applicable): \_\_\_\_\_

**Schedule A**  
**Investment Advisory Agreement**

**Portfolios**

Equity Portfolios	Asset Allocation	Alternative Investments
<p>____ Large Cap Value</p> <p>____ Small Cap Value</p> <p>____ Equity Income</p> <p>____ All Cap Value</p> <p>____ Value Opportunities</p> <p>____ Increasing Dividend Equity Acct.</p> <p>____ Balanced* (Equity/Fixed Income)</p> <p>*Circle (Equity/Fixed Income) ratio: 70%/30%  60%/40% 50%/50% 40%/60% 30%/70%  and select an equity strategy above</p>	<p>____ Income Taxable With Growth</p> <p>____ Income Tax-Exempt With Growth</p> <p>____ Growth and Taxable Income</p> <p>____ Growth and Tax-Exempt Income</p> <p>____ Growth</p> <p>____ Aggressive Growth</p>	<p>____ Global Macro</p> <p>____ Global Hard Assets Portfolio</p> <p>____ Listed Alternative Investments</p>

**Management Fees**

**% per annum of account balance**

Strategy								
Asset Allocation			Large Cap, Equity Income All Cap, Balanced, Hard Assets, Increasing Dividend Equity Acct.			Global Macro, Small Cap, Value Opportunities, Listed Alternatives		
ADVISOR BASED								
Account Assets		Annual Fee	Account Assets		Annual Fee	Account Assets		Annual Fee
First	\$500,000	0.40%	First	\$500,000	0.60%	First	\$500,000	1.00%
Next	\$500,000	0.35%	Next	\$500,000	0.55%	Next	\$500,000	0.90%
Over	\$1,000,000	0.30%	Over	\$1,000,000	0.50%	Over	\$1,000,000	0.75%
PRIVATE WEALTH								
Account Assets		Annual Fee	Account Assets		Annual Fee	Account Assets		Annual Fee
First	\$2,500,000	0.90%	First	\$2,500,000	1.00%	First	\$5,000,000	1.00%
Next	\$2,500,000	0.80%	Next	\$2,500,000	0.90%	Next	\$5,000,000	1.00%
Over	\$5,000,000	0.70%	Over	\$5,000,000	0.80%	Over	\$10,000,000	Neg.
INSTITUTIONAL								
Account Assets		Annual Fee	Account Assets		Annual Fee	Account Assets		Annual Fee
First	\$10,000,000	0.80%	First	\$10,000,000	0.75%	First	\$10,000,000	1.00%
Next	\$40,000,000	0.50%	Next	\$40,000,000	0.40%	Next	\$40,000,000	0.80%
Over	\$50,000,000	0.40%	Over	\$50,000,000	0.30%	Over	\$50,000,000	0.75%

## **DISCLOSURE STATEMENT**

Pursuant to applicable regulatory requirements, this is to advise you that Confluence Investment Management LLC (the “Adviser”) has retained First Trust Portfolios, L.P. (“First Trust”) to solicit on behalf of the Adviser. For such solicitation services, the Adviser will pay First Trust a quarterly fee with respect to each solicited client, including yourself, during the first five years from the date such client becomes a client, equal to 30% of the investment management fees for services rendered to the client during the prior quarter and 20% of such investment management fees thereafter. This compensation arrangement will not result in any charge to clients of the Adviser in excess of the applicable investment advisory fee paid to the Adviser.

Any agreement between the Adviser and a wrap or separate account service provider will require delivery to each client or prospect of such form, together with a statement notifying clients and prospects of the substance of this disclosure statement.

The undersigned hereby acknowledges receipt of this disclosure statement and of a copy, or agrees to receive a copy, at [http://www.confluenceinvestment.com/assets/docs/2009/Confluence\\_Part\\_II\\_ADV.pdf](http://www.confluenceinvestment.com/assets/docs/2009/Confluence_Part_II_ADV.pdf), of the Adviser’s Form ADV Part II.

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_