

**Hermes**ECONOMETRICS

CA Registered Investment Advisor

**BROKER/DEALER AGREEMENT**

Terms and Conditions of Solicitation for Broker/Dealers

This Agreement is made between Hermes Econometrics and \_\_\_\_\_, the Broker Dealer ("B/D").

**Section 1.** Broker/Dealer agrees to perform all of its duties under this Agreement in accordance with the Investment Advisors Act of 1940 and the rules there under. Advisor agrees that during the term of this Agreement, B/D may solicit, directly or through registered representatives employed and supervised by B/D, Hermes Econometrics fund enhancement services to clients of B/D. B/D accepts and acknowledges the terms set forth in the Terms and Conditions of Solicitation for Registered Representatives.

**Section 2.** B/D agrees, either directly or through Registered Representatives, to provide the client or proposed client with a copy of the following documents: 1. Advisory Disclosure and Compliance Statement, 2. the Investment Advisor Client Agreement in which the client acknowledges receipt of the Disclosure Statement, and 3. the Solicitors Disclosures.

**Section 3.** All Investment Advisory Agreements shall be subject to acceptance by Hermes Econometrics. Advisor may, for any reason (or no reason), accept or reject any client referred by B/D or RR.

**Section 4.** B/D represents that neither it nor any of its personnel who shall solicit investment advisory services hereunder is a person a) subject to any SEC order issued pursuant to Section 203(f) of the Act, or b) convicted within the previous ten years of any felony or misdemeanor involving conduct described in Section 203(e) (2)(A)-(D) of the Act, or c) who has been found by the SEC to have engaged, or has been convicted of engaging, in any conduct specified in paragraphs (1), (4) or (5) of Section 203(e) of the Act, or d) is subject to an order, judgment or decree described in Section 203(e)(3) of the Act.

**Section 5.** In all solicitations, B/D agrees to act and to represent itself as an independent solicitor, and not as an agent, representative or employee of Hermes Econometrics. From each fee received by Hermes Econometrics from a client account, Hermes Econometrics will pay the B/D up to 50% of the fee collected, at the rates stated in the Investment Advisory Agreement and in the Disclosure and Compliance Agreement. Any refunds due the client will be split proportionately between the B/D and Hermes Econometrics, and paid as outlined in the Hermes Econometrics Disclosure Documents.

**Section 6.** B/D agrees not to publish advertisements, either by direct mail, distribution of printed matter, newspapers, radio, and television or by other media, or mail sales literature describing the Hermes Econometrics advisory service without the prior written approval of Hermes Econometrics.

**Section 7.** This Agreement may be terminated by either party upon 30 days written notice.

This Agreement is executed and effective as of: \_\_\_\_\_

\_\_\_\_\_  
Broker/Dealer authorized signature

Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Fax

Tax ID Number: \_\_\_\_\_

\_\_\_\_\_  
Email

Broker/Dealer CRD \_\_\_\_\_

Accepted by Hermes Econometrics:

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print name & title