

FIRST ADDENDUM TO THE INVESTMENT ADVISORY AGREEMENT
(*REQUIRED FOR PERSHING CUSTODY ONLY*)

THIS ADDENDUM TO THE INVESTMENT ADVISORY AGREEMENT (this “Addendum”) is made and entered into as of the _____ day of _____, 20____ by and between DWM Investment Management, a division of DWM Financial Group Inc., an SEC Registered Investment Adviser (“Advisor”) and _____ (hereinafter referred to as the “Client”).

WHEREAS, the parties have entered into an Investment Advisory Agreement dated _____, 20____ (the “Agreement”); and

WHEREAS, the Agreement provides for investment management services by Advisor for the Client; and

WHEREAS, the Client, for the purposes of receiving investment management services, wishes to open a brokerage account or currently has a brokerage account with QA³ Financial Corp. (“Broker”), who utilizes Pershing LLC (“Custodian”) as clearing broker custodian, in accordance with this Addendum, as further described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, the parties agree as follows:

1. Capitalized terms not defined herein have the meanings set forth in the Agreement.
2. Section 3 in the Agreement is deleted and replaced with the following:

Advisor will execute a copy of this First Addendum acknowledging receipt of same.

Custodian shall execute all purchase and sale orders directed to it by Broker and perform the clearance of same. Custodian shall maintain custody of all Account assets and such custodial functions, among other things, will include crediting of interest and dividends on Account assets and crediting of principal on called or matured securities in the Account, together with other custodial functions customarily performed with respect to securities brokerage accounts.

Custodian shall also forward confirmation of each purchase and sale to Client and Broker, and to Advisor, as directed by Broker. Additionally, for each month in which activity occurs in Client’s Account, client account statements will be forwarded by Custodian to Client and Broker, and to Advisor, as directed by Broker. Custodian will also act as general administrator of Program accounts, which shall include the charging and collection of account fees and the processing, pursuant to Broker instructions, of deposits to and withdrawals from program accounts.

Client acknowledges that Custodian in no way assisted Client in selecting Advisor, an investment objective, or in determining the suitability of the Program.

In connection with Client’s appointment of Advisor as Client’s agent and attorney-in-fact to buy and sell securities or other investments for Client’s Account and risk, Client has authorized Broker to follow the instructions of Advisor in every respect concerning Client’s Account.

Advisor is not authorized to withdraw or transfer any money, securities, or property either in the name of Client or otherwise.

Client authorizes Advisor in its discretion to aggregate purchases and sales of securities for the Account with purchases and sales of securities of the same issuer for other clients of Advisor occurring on the same day. When transactions are so aggregated, the actual prices applicable to the aggregated transaction will be averaged, and the Account and the accounts of other participating clients of Advisor will be deemed to have purchased or sold their proportionate shares of the securities involved at the average price so obtained. Client hereby agrees to indemnify and hold Broker and Custodian and their officers, directors, agents, employees, and affiliates harmless from all loss, cost, indebtedness, and liabilities arising from the investment decisions of Advisor.

Client authorizes Custodian to deduct all applicable fees from Client's Account and all such fees will be clearly noted on Client's statements.

Client acknowledges that neither Advisor, Broker, nor their employees are agents of Custodian or of any of their affiliates, and that no party shall be liable for any act or omission of another party or their agents or employees. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws (or ERISA, if Client is a qualified plan under ERISA).

Client further understands that there is no guarantee that Client's investment objectives will be achieved and that past performance is not a guarantee of future results. Neither Advisor, Broker, nor Custodian shall have any liability for Client's failure to inform Broker or Advisor in a timely manner of any material change in Client's financial circumstances which might affect the manner in which Client's assets are invested, or to provide Broker with any information as to Client's financial status as Broker or Advisor may reasonably request.

3. Section 6 in the Agreement is deleted and replaced with the following:

Section 6. **Valuation.** Assets in Client's accounts are priced by Custodian based on pricing data received from a pricing services not affiliated with Custodian. Pershing will value the Accounts assets as of the close of business on the last business day of the preceding advisory fee period quarterly.

4. Section 17 in the Agreement is deleted and replaced with the following:

The INVESTMENT ADVISORY AGREEMENT and this Addendum shall be construed under the laws of the state of New York in a manner consistent with the Investment Advisers Act of 1940 (the "Act") and the rules and regulations of the Securities and Exchange Commission thereunder.

5. Section 19 in the Agreement is deleted and replaced with the following:

a) Arbitration Requirement

Any dispute involving Client relating to this Agreement that cannot be settled shall be taken to arbitration as set forth in the paragraph below:

(b) Arbitration Disclosure

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE.
BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS
FOLLOWS:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

(c) Arbitration Agreement

ANY CONTROVERSY BETWEEN US ARISING OUT OF OUR BUSINESS OR THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED BEFORE THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., IN ACCORDANCE WITH THEIR RULES. ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE, THEREIN ELECTING THE ARBITRATION TRIBUNAL.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION: OR WHO IS A MEMBER OF A PUTATIVE CLASS AND WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (i) THE CLASS CERTIFICATION IS DENIED; (ii) THE CLASS IS DECERTIFIED; OR (iii) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

6. Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.

7. This Addendum may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

8. In the event of a conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

WHEREFORE, the parties hereto have executed this Addendum as of the date first stated above.

DWM Investment Management:

Client Signature

Co-Client Signature

Solicitor Signature

Printed Solicitor Name

Trustee/Administrator Signature

Printed Trustee/Administrator Name & Title

Authorized DWMIM Signature

Printed Name of Authorized Signatory & Title