

* Please submit all 5 pages of this application *



a division of DWM Financial Group Inc., an SEC Registered Investment Adviser

Solicitor Application

Date: ___/___/___

General Information

Name: _____

Birth Date: ___/___/___

Office Address: _____

State: _____ Zip: _____

E-mail address: _____

Business phone: () _____ - _____ Fax number: () _____ - _____

Assistant's Name: _____

Registered Investment Adviser Information:

Are you a registered investment adviser? (Yes or No) ___ If yes, send a complete copy of your ADV Part I & II

If not, are you a representative of a registered investment adviser? (Yes or No) ___

Please state the name of the RIA

Please mark the states where you are registered:

AK__ AL__ AR__ AZ__ CA__ CO__ CF__ DC__ DE__ FL__ GA__ HI__ IA__ ID__ IL__ IN__ KS__ KY__ LA__ MA__ MD__ ME__ MI__ MN__ MO__ MS__ MT__ NC__ ND__ NE__ NH__ NJ__ NM__ NV__ NY__ OH__ OK__ OR__ PA__ RI__ SC__ SD__ TN__ TX__ UT__ VA__ VT__ WA__ WI__ WV__ WY__ PR__

How is the RIA organized? (Corp., Partnership, LLP, LLC, Sole Proprietorship, etc.) _____

Tax ID# or SS#: _____

NASD Information for the Solicitor:

Please enclose a copy of your FORM U-4 or CRD U-4 Form Status Report

NASD licenses held: (mark all applicable blanks)

Series 6__ Series 7__ Series 63__ Series 65__ Series 66__ Series 24__ Other__

Name of Broker/Dealer: _____

Registered Rep Number: _____ CRD Number: _____

Please mark the states where you are registered:

AK__ AL__ AR__ AZ__ CA__ CO__ CF__ DC__ DE__ FL__ GA__ HI__ IA__ ID__ IL__ IN__ KS__ KY__ LA__ MA__ MD__ ME__ MI__ MN__ MO__ MS__ MT__ NC__ ND__ NE__ NH__ NJ__ NM__ NV__ NY__ OH__ OK__ OR__ PA__ RI__ SC__ SD__ TN__ TX__ UT__ VA__ VT__ WA__ WI__ WV__ WY__ PR__

DWMIM Wholesaler:

SOLICITOR AGREEMENT

THIS SOLICITOR AGREEMENT is made and entered into this ____ day of _____ 20____, by and between DWM Investment Management, (“DWMIM”) a division of DWM Financial Group Inc., an SEC Registered Investment Adviser with offices located at 220 North Smith Street, Suite 410, Palatine, Illinois 60067 and _____ (“Solicitor”), with offices located at: _____.

WHEREAS, DWMIM is engaged in the business of providing investment advice to clients for a fee and is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the “1940 Act”) and applicable state laws, rules and regulations; and

WHEREAS, Solicitor is not an employee, agent or officer of DWMIM, but is an independent contractor and desires to refer new investment advisory clients to DWMIM under the terms and conditions set forth herein; and

WHEREAS, Solicitor is not a person subject to a Securities and Exchange Commission order, judgment or decree and has not been convicted within the previous ten (10) years of any felony or misdemeanor or been found to have engaged in conduct prohibited under the 1940 Act or Rule 206(4)-3 thereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, DWMIM and Solicitor agree as follows:

1. SCOPE OF SOLICITOR ACTIVITIES. Solicitor agrees to recommend DWMIM’s investment advisory services to potential clients and agrees to solicit for and refer to DWMIM potential investment advisory clients. Solicitor shall use its best efforts to solicit and refer as clients to DWMIM those individuals and entities it believes are suitable and appropriate for the investment advisory services offered by DWMIM. Solicitor shall also make periodic contact with referred clients, if requested or appropriate, to assist referred clients in understanding the investment advisory services of DWMIM and/or to obtain or to update client information. All solicitation activities shall be limited to a description and explanation of DWMIM’s services and fee schedule and the gathering of certain client financial information. Solicitor is not authorized to and shall not make any investment recommendations on behalf of DWMIM, give any investment advice on behalf of DWMIM, nor accept any client on behalf of DWMIM. **Solicitor is not authorized to enter into any agreement or undertaking on behalf of DWMIM. No investment advisory agreement will become effective until it is accepted by DWMIM at its offices in Palatine, Illinois.** Solicitor will bear all expenses incurred in the soliciting of prospects under this Agreement, except in those limited instances where DWMIM specifically agrees in writing to reimburse for reasonable travel, entertainment or other expenses. Solicitor agrees to act in accordance with the instructions given by DWMIM, this Agreement, the provisions of the 1940 Act, the Securities and Exchange Commission (“SEC”) and the rules and regulations promulgated thereunder, and applicable federal, state or local law. It is agreed that Solicitor is an independent contractor hereunder and that nothing contained in this Agreement shall be construed to create a relationship of employer-employee, agency, representative, partnership, joint venture or any other relationship other than that of an independent contractor.

2. DOCUMENT DELIVERY OBLIGATIONS. Pursuant to the 1940 Act, at the time of any solicitation activities hereunder, Solicitor shall provide each client with current copies of the following:

- (A) the Solicitor's disclosure document required by the 1940 Act under Rule 206(4)-3, (b) Part II of DWMIM's Form ADV as the same may be amended from time to time (or such other written disclosure statement meeting the requirements of Rule 204-3 as DWMIM may designate from time to time), and (c) such other disclosures as may be required by applicable federal or state laws, rules and regulations. Solicitor shall obtain each such client's signed and dated Acknowledgment of Receipt of the foregoing documents and shall promptly forward a copy of the same to DWMIM.

3. SOLICITOR COMPENSATION. In consideration for client referrals and other requested or required Solicitor activities, DWMIM shall pay a referral fee as full compensation for services provided hereunder. Such payment shall be made in accordance with any applicable federal or state laws, rules or regulations to which DWMIM is subject. The referral fee shall be in an amount between 0 and 65%, as agreed upon in ADDENDUM "A" (incorporated herein by this reference), then in effect for the investment management service selected by the client, which fee shall be due and payable within thirty (30) days after DWMIM receives the client advisory fee. DWMIM reserves the right to change the referral fee percentages and payment frequency at any time and agrees to provide Solicitor with written notice of change no less than 10 days prior to the implementation of such change. For purposes of this Section, "referral percentage rate" shall mean the portion of the total client advisory fee authorized by DWMIM for payment to solicitors. All referral fees will continue to be paid as long as the client remains with DWMIM and as long as the Solicitor remains eligible and qualified to receive such fees. Notwithstanding any provision of this Agreement to the contrary; DWMIM will not be obligated to pay Solicitor any referral fee if, in the opinion of DWMIM's legal counsel, such payment would violate any law, rule or regulation to which DWMIM is subject.

4. CLIENT TERMINATION / REFUNDS. No compensation will be paid to Solicitor on any client rejected by DWMIM for any reason, or with respect to which client fees have been refunded by DWMIM for any reason, or with respect to any fees not collected by DWMIM for any reason. Solicitor agrees to refund to DWMIM within thirty (30) days of receipt of written notice, any fee paid to Solicitor with respect to which advisory fees have been refunded to any client. Notwithstanding the foregoing, DWMIM may offset any such amounts owed by Solicitor to DWMIM against future compensation owed to Solicitor.

5. SOLICITOR REPRESENTATIONS, WARRANTIES, AND COVENANTS. Solicitor makes the following representations, warranties and covenants:

- (A) Solicitor is either: (i) a registered investment adviser with the SEC or applicable state in which Solicitor maintains a place of business, or (ii) an investment adviser representative of a registered investment adviser, or (iii) validly exempt or excluded from such registration as advised by competent legal counsel.
- (B) Solicitor is not a person: (a) subject to any SEC order issued under Section 203(f) of the 1940 Act, or (b) convicted within the previous ten years of any felony or misdemeanor involving conduct described in Section 203(e)(2)(A) through (D) of the 1940 Act, or (c) who has been found by the SEC to have engaged, or has been convicted of engaging, in any of the conduct specified in paragraphs (1), (5) or (6) of Section 203(e) of the 1940 Act, or (d) is subject to an order, judgment or decree described in Section 203(e)(4) of the 1940 Act.
- (C) With respect to any prospective client that is a state or municipal entity, Solicitor (i) has not within the past 2 years, been a civil servant or an elected official of such entity or has been retained to provide professional services to such entity, or (ii) will not share any part of the referral fee paid pursuant to this Agreement with any person who is, or within the past 2 years has been, a civil servant or an elected official of such entity or a person who has been retained to provide professional services to such entity.

- (D) With respect to any prospective client that is a Retirement Plan (as defined below), Solicitor is not a fiduciary trustee or administrator of such prospect or an employer of any employee covered by such Retirement Plan. For purposes of this Agreement, "Retirement Plan" means any pension plan (including 401(k) plan) or other employee benefit plan governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), an account for a tax-qualified retirement plan (including a Keogh plan) under Section 401(a) of the Internal Revenue Code of 1986 (the "Code") and not covered by ERISA, or an individual retirement account under Section 408 of the Code.
- (E) Solicitor is properly registered or licensed under applicable federal and state laws, rules and regulations and is qualified to act as a representative under the 1940 Act. Solicitor warrants and agrees that such registrations, licenses and qualifications shall be maintained throughout the term of this Agreement and that Solicitor will comply with all applicable regulations of the SEC, the National Association of Securities Dealers, Inc. ("NASD") and any other applicable federal, state or local laws, rules and regulations. Solicitor hereby undertakes to perform its duties hereunder in a manner consistent with the provisions of the 1940 Act, the rules and regulations promulgated thereunder, all applicable state laws, rules and regulations and the terms of this Agreement.
- (F) Solicitor is familiar with the investment advisory services offered by DWMIM and will use the most current information and materials available when recommending DWMIM's services.

Solicitor shall promptly notify DWMIM if any of the representations or warrants above ceases to be true and correct.

6. TERMINATION OF AGREEMENT. This agreement shall remain in force until such time as terminated by either party by notification to the other party in writing. **This Agreement shall terminate if any representation or warranty by Solicitor contained above ceases to be true and correct in all respects. Termination shall not affect Solicitor's obligation to refund referral fees under Paragraph 4 above.**

7. NOTICES. All notices required to be delivered under this Agreement will be delivered in person or by U.S. mail, overnight courier, telecopier (with a hard copy in the U.S. mail), in each case prepaid and addressed as first written above (or to such other addresses as the parties may specify to one another in writing).

8. INDEMNIFICATION. Solicitor will indemnify DWMIM and its directors, officers and employees, and hold them harmless against any loss, liability or expense incurred by any of them arising out of or in connection with any breach by Solicitor of this Agreement or any act, omission or violation of law by Solicitor, as well as the costs and expenses of investigating and defending against any claim, suit, action or proceeding in which such loss, liability or expense is asserted against DWMIM or its officers, directors or employees.

9. GOVERNING LAW / MODIFICATION / ENTIRE AGREEMENT. This Agreement is made and will be governed by and construed in accordance with the laws of the state of Illinois. This Agreement may not be assigned without the written consent of the non-assigning party and any purported assignment violating this provision will be void. If any provision of this Agreement is or becomes inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement will continue in full force and effect. No provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. Either

party's failure to insist on strict compliance with this Agreement or any continued course of conduct on its part will in no event constitute or be considered a waiver by such party of any right or privilege. This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement. Solicitor's representations, warranties and obligations hereunder will survive the termination of this Agreement. This Agreement may be signed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more of such counterparts have been signed by each party and delivered to the other party.

10. ARBITRATION. Any dispute relating to the validity, enforcement or interpretation of this Agreement shall be determined by final and binding arbitration. Such arbitration shall be conducted in Palatine, Illinois according to the Securities Arbitration Rules then in effect of the American Arbitration Association. Both parties acknowledge that: (i) such arbitration will be final and binding on the parties, (ii) the parties are hereby waiving their rights to seek remedies in court, including the right to a jury trial, (iii) pre-arbitration discovery is generally more limited than and different from discovery conducted in connection with litigation, (iv) the arbitrator's award is not required to include factual findings or legal reasoning, and (v) a party's right to appeal or seek modification of rulings by the arbitrator will be strictly limited. Judgment upon arbitration awards may be entered in any court, state or federal, having jurisdiction. The prevailing party in any arbitration and other legal proceeding authorized by this Paragraph will be entitled to its reasonable attorneys' fees and other reasonable legal costs and expenses.

11. SOLICITOR MANUAL. Solicitor acknowledges receipt of DWMIM's solicitor manual that sets forth DWMIM's general operating procedures. Solicitor agrees to consult said manual and conduct its business with DWMIM within the guidelines set forth therein, as amended from time to time, or as otherwise reasonably requested by DWMIM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p>SOLICITOR'S SIGNATURE BOX</p> <p>PRINTED NAME: _____</p> <p>SIGNATURE: _____</p> <p>SOCIAL SECURITY NUMBER: _____</p>
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DWM INVESTMENT MANAGEMENT

A division of DWM Financial Group Inc., an SEC Registered Investment Adviser
220 North Smith Street, Suite 410
Palatine, Illinois 60067
(847) 934-6262
Fax (847) 934-5495

By: _____
(Signature)

(Print Name)

Title: _____



DWMIM Solicitor Agreement- Addendum "A"

STRATEGIC ASSET ALLOCATION SERVICES			
Investment Management	DWMIM Fee*	Solicitor Fee**	Total Fee to Client
Select Account Management (SAM) (\$25,000 min./acct)	0.75% on accts up to \$1MM	0.50 – 1.20%	1.25 - 1.95%
ETF Portfolios (\$25,000 min./acct)	0.75% on accts up to \$1MM	0.50 – 1.20%	1.25 - 1.95%

TACTICAL ASSET ALLOCATION SERVICES			
Investmt Strategy	DWMIM Fee*	IA Rep Fee**	Total Fee to Client
Dynamic Tactical (DTIS) (\$25,000 min./acct)	0.75% on accts up to \$1MM	0.50 – 1.20%	1.25 - 1.95%
Dynamic Tactical-ETF (DTIS-ETF) (\$125,000 min./acct)	0.75% on accts up to \$1MM	0.50 – 1.20%	1.25 - 1.95%

* Note: Please call for rate for accts > \$1 Million

** Note: Fee is determined by Solicitor

*** Not all variable annuity / mutual funds families are available. See DWMIM for details.

x

Solicitor Signature

Date