



Change of Solicitor Form

Client Name: Soliciting Individual: Last 4 of SS #: Custodian: New Solicitor (Firm): Account Number(s):

Please accept this Change of Solicitor Form to adjust the Solicitor on my account as outlined. I understand that all other terms and conditions in the Investment Management Agreement previously signed will remain in force and that my suitability profile has not changed.

Solicitor's Separate Written Disclosure Document

The purpose of this Disclosure Document is to advise you that in referring you to Q3 Asset Management Corporation, ("Q3" or "Adviser"), the undersigned Solicitor is acting as an independent Solicitor for Q3 Asset Management Corporation. In acting as a Solicitor, their relationship with Q3 Asset Management exists for the purpose of referring clients interested in engaging in fee-based investment advisory services. Additionally, the Solicitor will provide ongoing services as outlined in this Document. Such services will include periodic contact with you regarding account reviews (no less than annually), assisting you in understanding the investment management services offered by Q3, selecting an appropriate Q3 service and/or strategy mix, determining a final fee schedule, conducting suitability updates, and providing additional information the Adviser may ask the Solicitor to communicate or obtain from time to time. This Disclosure Document must be executed along with the Investment Management Agreement, and the Solicitor must be properly registered in order for the Document and Agreement to become effective. Clients should be aware that there is a conflict of interest when Solicitor's recommend the services of Q3 since the Solicitor receives a portion of the investment advisory fees as long as the client remains with Q3. Please note that the Solicitor may have a separate agreement in place with you in which they provide you with additional services outside of your relationship with Q3.

The Solicitor has informed you of the investment supervisory and management services offered by Q3. In addition, the Solicitor is required by securities regulations to provide you with this Statement along with a copy of Q3's Form ADV Part 2 Brochure that describes the investment advisory services offered by Q3.

Please be advised that I am not an employee or an Advisory Representative of Q3. However, if you establish a relationship with Q3, an ongoing referral fee will be paid to me by Q3. All referral fees paid to me represent a portion of the total investment management fee charged by Q3. Your fee rate may be higher or lower than others receiving similar services. Unless otherwise noted, compensation paid to the Solicitor by the Advisor ranges from forty percent (40%) to sixty percent (60%) of the total investment management fee that the Advisor charges. For accounts managed through E\*Trade Advisor Services with a quarterly fee rate between 0.5% and 0.5625%, the Solicitor's portion amounts to the total quarterly fee less 0.25% (for example, if the quarterly fee rate is 0.5625% the compensation paid to the Solicitor is 0.3125%). When the Destination Fee Schedule is utilized, the Solicitor's portion is 0.25% quarterly. On all other platforms, for accounts with a quarterly fee rate between 0.5% and 0.5625%, the Solicitor's portion amounts to 50% of the total fee. On all platforms, for accounts with a fee rate of 0.5% quarterly or less, the Solicitor's portion amounts to 50% of the quarterly fee. As a Solicitor, if the referral fee is reduced or waived, this will result in a lower total fee paid by the referred client. Separately, the Solicitor may receive sales compensation and/or commissions in their position as a Registered Representative of a broker/dealer. Please be advised that Solicitors may receive reimbursement for a portion of seminar expenses in which Q3 Asset Management's services are discussed and subsequently utilized. This Agreement will remain in effect as long as you remain a client of Q3 Asset Management and I remain a contracted Solicitor for Q3.

Date Solicitor Name Solicitor Signature

Client Acknowledgment

This authorizes the continued management of my account based on terms set forth in the Investment Management Agreement previously signed. In addition, my investment goals and risk tolerance have not changed since my last review and my suitability questionnaire on file is still in force. This acknowledges that at the time the Solicitor informed me of the investment supervisory and management services offered by Q3, I was provided with the Form ADV and this Disclosure describing the terms of the Solicitor's relationship with Q3.

Printed Name of Client:

Signature of Client: Date:

Solicitor change forms can be faxed or mailed for processing: Fax: 888-439-2572 • Mail: Q3 • 2175 Cole Street • Birmingham, MI 48009