



HARBOUR INVESTMENTS, INC. / PONTERA ASSET MANAGEMENT ADDENDUM

THIS ADDENDUM is entered into this _____ day of _____, 20 _____ by and between Harbour Investments, Inc., (“HII”) a Wisconsin Corporation (Advisor) and (Client) _____.
 (Type or Print Clearly Client Name)

This Addendum is for the purpose of adding or deleting Qualified Plan assets serviced through Pontera and changing the fee structure paid for advisory services provided by the Advisor as indicated in the Harbour Investments, Inc. (HII) Asset Management Services Agreement (“Agreement”), Financial Planning Agreement, or Third-Party Manager Program Services Agreement. All statements and provisions set forth in the most recently executed Agreements shall apply to all current and any new account(s) being added including the calculation of management fees unless otherwise updated using the appropriate agreement or addendum. Any update to the fee schedule will take effect upon execution by both parties. This Agreement and the attached schedules, which are incorporated into and a part of this Agreement, are intended to outline the responsibilities of the parties with regard to the services to be provided by the Advisor.

Section 1 ADDING / DELETING PONTERA ASSETS UNDER MANAGEMENT

The billing of fees from the servicing of the Pontera account(s) listed below are to be added to/removed from the advisory accounts listed in Section 2.

	Platform Name	Account Number	Account Description
__Add or __Delete	Pontera		
__Add or __Delete	Pontera		
__Add or __Delete	Pontera		
__Add or __Delete	Pontera		
__Add or __Delete	Pontera		

Section 2 IDENTIFYING THE ADVISORY ACCOUNT PAYING PONTERA FEES

Advisory Account Number(s): _____

I/we understand that any advisory account(s) listed above WILL be affected by the Pontera advisory fee and/or billing frequency addition listed below.

Annual Fee Amount:	Frequency of Billing:	Advance or Arrears
	Quarterly	Advance

Section 3 DISCLOSURES/AUTHORIZATIONS

Definitions:

Services. Client appoints Advisor to act as its investment advisor for the accounts (each an “Account” and collectively, the “Accounts”) listed on Section 1 of this Addendum or previously agreed to via other Addendums. Investment advisory services (the “Services”) will be provided on a discretionary basis, which means that by executing this Agreement, Client grants Advisor the limited discretionary power and authority to invest and reinvest the Accounts as Advisor deems appropriate given Client’s investment objectives. Advisor is authorized to purchase, sell, exchange, convert, trade, allocate, reallocate, invest or reinvest assets held in the Accounts and otherwise make investment decisions for the Accounts. These investments will likely include

mutual funds, stocks, and exchange traded funds (ETFs), but may also include money market accounts, structured notes, investments with third party managers or private placement funds. Advisor is limited by the universe of investments offered by the Account's Custodian (defined below). For the avoidance of doubt, Advisor is granted with the authority to place trades in the Accounts without prior consultation with the Client.

Certain Client Accounts subject to Advisor's services under this Agreement may be held at a custodian that is not directly accessible by the Advisor ("Held Away Accounts"). Advisor may, but is not required to, manage these Held Away Accounts using the Pontera Order Management System ("Pontera") that allows Advisor to view and manage these assets.

Advisory Fees. The Client shall pay the Advisor a fee for its Services (the "Advisory Fee"). The Advisory Fee for the initial period will be paid on a pro rata basis based on the number of days in the billing period for which services under this Agreement are being provided, based on the beginning account value of the Client's managed assets, in accordance with the fee schedule listed in Section 2 of this Agreement. For all future periods, the Advisory Fee will be assessed and payable each billing period, in advance, based on the balance of Client's managed assets as of the prior period-end, in accordance with the fee schedule listed in Section 2. By executing this Agreement, Client is authorizing Advisor to debit its Advisory Fees directly from one or more of the Client's Accounts. The Advisory Fee payable for any Held Away Account will be deducted directly from another Client Account, and if there are insufficient funds available in another Client Account or the Advisor believes that deducting the Advisory Fee from another Client Account would be prohibited by applicable law, it will invoice the Client.

Invoices must be paid within thirty (30) days of receipt and will bear interest after it becomes due and payable and shall continue to accrue interest until payment is made at a rate equal to the lesser of either (a) two percent (2%) above the prime rate as reported by Federal Reserve Bank of New York, located in New York, New York, as of the date such payment was due and payable, or (b) the maximum rate permitted by Applicable Law. In the event Client terminates this Agreement, all prepaid Advisory Fees will be returned to the Client on a pro rata basis determined by the number of days remaining in the month of termination. Advisory Fees charged may be negotiated based on a variety of factors and at the sole discretion of the Advisor. Advisory Fees may be modified by the Advisor upon written notice to the Client.

No fee adjustment will be made for Account deposits and withdrawals during the billing period.

In addition to the fees paid to the Advisor, investments used in managing the Account may subject Client to additional fees. For example, mutual funds, index funds, exchange traded funds and private funds typically charge ongoing management fees and have other expenses for the operation of those funds. These fees should not be confused with "loads" or commissions. Advisor does not receive any additional compensation, either directly or indirectly, from these investments.

Fee Reasonableness. The Client acknowledges and agrees that the Advisory Fees are reasonable in light of the services to be provided by Advisor. Client acknowledges and agrees that Advisory Fees are established for each individual client of Advisor based on the individual circumstances of such client and that the Advisor may charge any client a different Advisory Fee, in its sole discretion, than the Advisory Fee established for the Client.

Client Obligations. Client agrees to the Pontera End User Terms and Conditions and Privacy Policy. Client agrees to keep Advisor apprised of any changes to its usernames and passwords for Held Away Accounts so that Advisor can promptly update the Client's credentials using the Pontera system. Client also agrees to promptly address any requests to update its login credentials when requested by the Pontera system. In the event of any delay by the Client to update its login credentials, Client acknowledges that the Advisor will not have access to view or manage the Client's Held Away Account, which may result in investment losses or inadvertently incorrect valuations being used in the billing process under this Agreement. Client acknowledges and agrees that Advisor is not responsible for any losses arising from the Client's delays in updating its login credentials through the Pontera system and agrees that Advisor is under no obligation to credit any fees for valuations made in good faith during periods when Advisor did not have access to any Held Away Account in calculating its fees under this Agreement.

Client is responsible for disclosing all relevant facts and information reasonably necessary for Advisor to perform its obligations under this Agreement. Clients should keep Advisor informed of all changes in circumstances, as they may affect investment objectives or implementation.

