# FINANCIAL ADVISORY AND DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT



This Financial Advisory and Discretionary Investment Management Agreement (FADIMA) a	also referred
commonly as a Client Account Agreement (the "Agreement"),	
is entered into among	_(the "Client") and
Van Der Noord Financial Advisors, Inc. (the "Advisor"), a registered investment adviser.	

1. Financial Advisory Services. The Client has retained Advisor to prepare a written financial plan or recommended investment allocation and in some cases specific investment security recommendations based on the Client's individual financial needs and circumstances as documented in a client questionnaire or other such documents or otherwise communicated information that informs the Advisor about the Client's assets, goals, priorities and risk tolerance. The Client authorizes Advisor to enter into such agreements and make such representations, as may be necessary or proper in connection with the performance of its duties under this Agreement. Because the financial plan will be based on the information that the Client provides to Advisor, the completeness and accuracy of the information provided by the Client is very important. Once the Client has received the written financial plan, the Client will have the sole responsibility for determining whether to implement the recommendations contained therein.

The Advisor will review and update the Client's financial plan no less frequently than annually for changes in the Client's financial situation, plan objectives or plan objectives' relative priorities or upon demand by the Client or whenever the Advisor considers a plan update and review is in the Client's best interest or should there be a material change in circumstances for the Client.

2. Portfolio Investment Account Management. The Client is opening a discretionary advisory account (the "Account" includes all advised Client household assets as reported by various Client custodians to the Advisor) with Advisor. The Client authorizes Advisor to buy, sell, or otherwise trade securities or other investments in the Account without discussing the transactions with the Client in advance. Such securities may include, but are not limited to, exchange-traded funds, common or preferred stock, convertible stocks or bonds, options, warrants, rights, corporate, municipal, or government bonds, and notes or bills. The Client also authorizes Advisor to take all necessary actions to open and maintain the Account and to effect securities transactions for the Account. Advisor will make investment decisions for the Account according to the investment objectives and financial circumstances described in the Client's Questionnaire or such documents that outline the Client's assets, goals, investment time horizon and risk tolerance. Advisor has discretion to change the target portfolio from time to time consistent with the client's financial or investment plan objectives. The Client agrees promptly to inform Advisor if the information provided in the Questionnaire or similar materials becomes materially inaccurate. The Client also agrees to consult with Advisor at least annually to provide updated information, if any, about the Client's financial circumstances and investment objectives.

3. <u>Financial Advisory and Investment Management Fees</u>. The table below reflects the Financial Advisory and Discretionary Investment Management Fees of the Advisor. The fee will be calculated based on the total Client household managed Account value exclusive of "Held Away" accounts and will be billed pro- rata against the accounts within the household (unless otherwise directed). "Held Away" accounts as defined in Exhibit C are billed separately. See Exhibit C for details. Additionally, the Advisor does not charge fees on the value of any unmanaged segregated securities in the Account as agreed upon by the Advisor and the Client. The table below discloses the asset-based, tiered fee schedule for fees paid to the Advisor.

Investable Assets	Financial Advisory Fee	Investment Management Fee	Total	Blended Fee Rate
First \$500,000	0.95%	0.35%	1.30%	1.30%
Next \$500,000	0.85%	0.35%	1.20%	1.25%
Next \$1,000,000	0.75%	0.35%	1.10%	1.18%
Next \$250,000	0.25%	0.35%	0.60%	1.12%
>\$2,250,000	0.00%	0.00%	0.00%	n/a
\$4,000,000	0.00%	0.00%	0.00%	0.63%
\$6,000,000	0.00%	0.00%	0.00%	0.42%
\$8,000,000	0.00%	0.00%	0.00%	0.32%

Note: The above fee schedule applies to assets that are managed by the Advisor and held at TD Ameritrade Institutional, Inc.

- a. <u>Payment Timing</u>. The fee will be payable quarterly in advance upon deposit of any funds or securities in the Account. The first payment is due upon acceptance of this Agreement and will be based upon the opening value of the Account. The first payment will be prorated to cover the period from the date the Account is funded with an initial deposit through the end of the current calendar quarter. At the discretion of the Advisor, the first payment may include the amount prorated to cover the period from the date the Account is funded through the end of the calendar quarter in which the Account is opened together with the next full quarter's fee. Further, at the discretion of the Advisor, the first payment may be deferred until the next full billing cycle. Thereafter, the fee will be based on the Account value on the last business day of the preceding calendar quarter.
- b. Additions and Withdrawals. The Client may make additions or withdrawals to the Account at any time. Additional assets received into the Account after it is opened may be charged a pro rata fee based upon the number of days remaining in the quarter. The Client may withdraw Account assets upon notice to the Advisor, subject to the usual and customary securities settlement procedures. No fee adjustments will be made for partial withdrawals or for Account appreciation or depreciation within a billing period. A pro rata refund of fees charged may be made if the Account is closed within a billing period. Advisor will impose no start-up, closing, or penalty fees in connection with the Account.
- c. <u>Payment Method</u>. The Client authorizes the fees to be automatically debited by the Custodian from their managed accounts and disbursed to the Advisor. The Client will be responsible for verifying the accuracy of the fee calculation -- the Custodian will not determine whether the fee is calculated properly. The Client agrees to instruct Custodian to allow payment of such fees directly to Advisor.
- d. <u>Changes to Fee</u>. The Client understands and agrees that the fee schedule set forth in Sections 3 and 4 shall continue until 30 days after Advisor has notified the Client in writing of any change in the amount of the fee applicable to the Account. At such time, the new fee will become effective unless the Client notifies Advisor in writing that the Account is to be closed.

- e. <u>Other Fees and Charges</u>. Advisor is FEE-ONLY and does not charge a commission for any product or service. Furthermore, the Advisor is a Registered Investment Adviser with the appropriate regulatory authority(ies) with no broker/dealer affiliation. Client acknowledges that the following expenses, each of which is the Client's sole responsibility, are not covered by the fees paid to the Advisor: (a) brokerage commissions and other portfolio transaction charges for the Account; (b) custody charges for custody of assets in the Account; (c) fees charged to the Account for third-party administrative and other services, and (d) any advisory and other management fees and expenses described in the investment company prospectuses for investment company securities in the Account that are paid by such investment companies but are ultimately borne by the investor.
- **4.** <u>Service Level</u>. Advisor's services are offered under a **Concierge, Pro, and Basic** arrangement. Client acknowledges having received the Van Der Noord Financial Advisors Service and Fee Disclosure (Exhibit A) which describes the specific services available under each service level and the applicable retainer fee.

Client further understands that the Advisor will receive compensation either through a retainer, an asset-based fee, or both. Based on the service level that best matches their personal needs, Client elects to retain the Advisor at the service level selected below and agrees to pay the applicable fee(s) including initial fee/ongoing annual retainer (if applicable) quarterly in advance.

Van Der Noord Financial Advisors, Inc	Minimum Assets Under Management	Service Level	Initial Fee	Ongoing Retainer	Asset- Based Fee	<b>/</b>
Comprehensive Financial Planning	\$1,000,000	CONCIERGE	\$5,000	\$2,000	Yes	
Goals-Based Plan with Advisor directed Audits	\$750,000	PRO	n/a	\$2,000	Yes	
Goals-Based Plan without Advisor directed Audits	\$500,000	BASIC	n/a	n/a	Yes	

The annual retainer fee is charged quarterly, in advance. Client will be provided a fee invoice which is payable upon receipt. The retainer fee will not be deducted from Client's brokerage account(s). Should this Agreement be terminated, the retainer fee will not be prorated for any remaining days in the billing quarter.

In certain cases, Client agrees to retain Advisor for a one-time financial planning project more suited to an hourly rate. In such a circumstance, the Client agrees to an hourly rate of \$250 billed in fifteen minute increments. Advisor will make a good faith estimate of the time needed to accomplish the agreed upon project and will notify the Client if the actual fee will exceed the estimate by more than 20% as measured in hours. Hourly fees are due upon conclusion of the project.

**5.** <u>Custody</u>. The Client has appointed or will appoint a separate custodian (the "Custodian") to take possession of the cash, securities, and other assets in the Account. Advisor will not have possession of the assets in the Account or to the income produced there from and will not be responsible for any acts or omissions of the Custodian. The Advisor will not have access to trade in the Account until such time as the Custodian has confirmed 1) the deposit of the assets into the Account, 2) that the Client's Limited Power of Attorney is active and 3) the Advisor's discretionary trading authority has been enabled by the Custodian.

The Client has directed or will direct the Custodian to send a statement at least quarterly indicating all amounts disbursed from the Account (including the amount of any fees paid to Advisor), all transactions occurring in the Account during the period covered by the statement, and a summary of the Account positions and portfolio value at the end of the period. The Client has directed or will direct the Custodian to send copies of the Account statements to Advisor, along with an indication that the statements have been sent to the Client.

- **6.** <u>Non-Exclusive Relationship</u>. The Client acknowledges and agrees that Advisor may provide services to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients and Advisor's own account may differ from advice given with respect to the Client.
- **7.** <u>Assignment</u>. This Agreement cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under the Agreement.
- **8.** <u>Termination</u>. This Agreement may be terminated by either party at any time without penalty upon <u>written</u> notice. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. If the client will not provide a letter or email, then Advisor will consider any delink or ACAT notices to substantiate the termination date. If the Client terminates this Agreement within five business days of its signing, the Client will receive a full refund of all fees and expenses. After five business days, in the event of termination before the end of a quarter, Advisor will refund a prorated portion of the fee, calculated based upon the number of days the Account was managed by Advisor. In the event of the Client's death, this Agreement continues until such time as Advisor receives written notice from the Estate of the deceased that services are no longer needed or until the Estate is settled, whichever comes first.
- 9. Risk. The Client recognizes that a financial plan or investment plan recommendation involves Advisor's judgment and that Advisor's views regarding the economy and the securities markets and all other plan input assumptions, like all estimates regarding future events, cannot be guaranteed to be accurate. The Client represents that no party to this Agreement has made any guarantee, either oral or written, that the Client's investment and other objectives will be achieved. Advisor will not be liable for any action performed or omitted to be performed or for any errors of judgment or mistake in preparing the financial plan, in the absence of malfeasance, negligence, or violation of applicable law. Nothing in this Agreement shall constitute a waiver or limitation of any rights, which the Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

## 10. Representations.

- a. Advisor represents that it is registered as an investment adviser with the appropriate regulatory authority(ies) and is authorized and empowered to enter into this Agreement.
- b. Advisor represents that as a Registered Investment Adviser (RIA), Van Der Noord Financial Advisors, Inc. must adhere to the fiduciary standard of care laid out in Section 206 of Investment Advisers Act of 1940. This standard requires RIAs and their representatives to act with honesty and good faith, make suitable investment recommendations, and to serve a client's best interests. As a fiduciary, we are also required to eliminate or fairly disclose all potential conflicts of interests with our clients.

- c. The Client represents and confirms that: (1) the Client has full power and authority to enter into this Agreement; (2) the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise; and (3) this Agreement has been duly authorized and will be binding according to its terms.
- d. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Advisor are within the scope of the services and investments authorized by the governing instruments of, and/or laws and regulations applicable to, the Client and that such trustee or fiduciary is duly authorized to enter into and renew this Agreement. The trustee or fiduciary shall provide Advisor with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise Advisor of any material change in his or her authority or the propriety of maintaining the Account.
- e. In providing all services hereunder, Advisor will rely on the financial and other information provided by Client without any duty or obligation to investigate the accuracy or completeness of the information. Where this agreement is signed by more than one person representing "Client," this includes information and instructions provided by only one such person, and Advisor shall have no duty or obligation to verify any such information or instructions with any other signatory to this agreement.
- f. Client authorizes Advisor to respond to inquiries from, and communicate and share information with, Client's designated attorney, accountant, Investment Manager and or other professionals to the extent necessary in furtherance of Advisor's services under this Agreement or other Client personal or business purposes. Client will notify Advisor in writing who the designated professionals are that represent the Client other than the Investment Manager selected by the Advisor on behalf of the Client, if applicable.

Attorney	Name/Firm:
Accountant	Name/Firm:

- If the Account is subject to the provisions of ERISA, Advisor acknowledges that it is a "fiduciary" as defined in that Act with respect to performing its duties under this Agreement. The Client agrees to maintain appropriate ERISA bonding for the Account and to include within the coverage of the bond the Advisor and its personnel as may be required by law unless the Client and Advisor agree to other arrangements for the Advisor to acquire an equivalent bond. The Client represents that employment of Advisor, and any instructions that have been given to Advisor with regard to the Account, are consistent with applicable plan and trust documents. The Client agrees to furnish Advisor with copies of such governing documents. The person signing this Agreement on behalf of the Client also acknowledges its status as a "named fiduciary" with respect to the control and management of the assets held in the Account, and agrees to notify Advisor promptly of any change in the identity of the named fiduciary with respect to the Account. If the Account represents only a portion of the plan's assets, the Client acknowledges that Advisor is not responsible for overall compliance of such investments with the requirements of ERISA or any other governing law or documents.
- **12.** <u>Notice</u>. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by telecopy, sent by overnight courier, or by email (confirmed as received by recipient) or three days after mailing by registered mail (postage prepaid). All notices or communications to Advisor should be sent to the Advisor's main street address (listed on each page of this Agreement) or a specified Advisor employee's email address if provided.

All notices or communications to the Client will be sent to the address or email address at the end of this Agreement and any changes to such addresses will be provided in writing by the Client in a timely manner.

- **13.** <u>Applicable Law</u>. This Agreement will be interpreted under the laws of the U.S. Securities and Exchange Commission and the rules and regulations of the US Investment Advisers Act of 1940 as amended (the "Advisers Act").
- 14. <u>Entire Agreement</u>. This Agreement represents our entire understanding with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. While this Agreement extends to the Estate of the Client upon their passing (Item #8), it does NOT extend to any heirs. Such persons who desire to retain the Advisor must sign their own Agreement.
- **15.** <u>Validity</u>. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.
- **16.** <u>Disclosure Document</u>. The Client acknowledges receipt of Advisor's Form ADV Part 3 and Form ADV Part 2 or similar disclosure document. The Client also acknowledges having reviewed the risk factors and fees associated with the Account. If at a future date, Client requires a copy of the Advisor's Form ADV Part 2 and/or Form ADV Part 3, they can be acquired at any time on the Van Der Noord Financial Advisors website at <a href="https://www.vandernoordfinancial.com">www.vandernoordfinancial.com</a> or by calling the Advisor at 1-864.801.1977 to request a printed copy.
- **17.** <u>Amendments</u>. Advisor shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective 30 days after Advisor has notified the Client of any change or such later date as is established by Advisor.
- 18. <u>Proxy Policy</u>. As a matter of firm policy, Advisor does not accept the authority to and does not vote proxies on behalf of its advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in their portfolios. In certain circumstances, Advisor may be required to vote proxies as part of its fiduciary duties under advisory agreements with benefit plans governed by ERISA. In such instances, Advisor, on an exception basis will vote proxies in a manner consistent with its fiduciary duty to any applicable benefit plans.
- **19. Privacy Notice**. The client acknowledges receipt of the Advisor's Privacy Notice which is found in Exhibit B of this Agreement.
- 20. Communications and Notices via Electronic Delivery. The client authorizes Advisor to deliver any type of document relating to your existing and future investment advisory Accounts (including regulatory forms such as ADV's and privacy notices), instead of paper copies, either by email to an email address you give us or by referring you to a website. Your consent to Electronic Delivery may also apply to delivery of documents such as Account statements, trade confirmations and tax documents (such as 1099 forms), if so permitted by the Custodian. You can revoke this consent at any time. You may also, without revoking this consent, ask Advisor for a paper copy of any document that we deliver electronically under this consent.

### 21. Arbitration Provision.

Any dispute or controversy arising out of or related to this Agreement, including a claim of rescission hereof, may be determined by arbitration conducted before, and only before, an arbitration panel set up by either the FINRA Dispute Resolution in accordance with its arbitration procedures or may be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial or other Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. By signing this agreement, the Client is not waiving any rights provided under state or federal securities laws to pursue a remedy by other means.

-		the Client acknowledges and agrees ive thisday of		as they have been described in this
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AII	principals to the		ary, the capacity	in which he or she is acting should be indicated
		BY CLIENT		BY CLIENT
	Signature		Signature	
	Name (Print)		Name (Print)	
	Title		Title	

### ACCEPTED BY VAN DER NOORD FINANCIAL ADVISORS, INC.

Signature	
Name (Print)	Richard Van Der Noord
Title	President
Date	

# **Exhibit A**

## Van Der Noord Financial Advisors, Inc. Service and Fee Disclosure Form

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VanDerNoord Financial Advisors, Inc. Service and Fee Disclosure  Version 9-2020	BASIC	PRO	CONCIERGE
Data Gathering Meeting	<b>√</b>	<b>√</b>	<b>✓</b>
Goals Analysis	<b>✓</b>	<b>√</b>	<b>√</b>
Portfolio & Cash Flow plan	<b>√</b>	<b>√</b>	<b>√</b>
Risk Management and Legacy Plan			<b>√</b>
Plan Review Meeting			✓
Goals Funding Report & Portfolio Performance - Quarterly	<b>✓</b>	<b>√</b>	<b>√</b>
Daily Monitoring and Monthly Portfolio Valuation Updates	<b>√</b>	<b>√</b>	✓
Monthly E-memo	<b>✓</b>	<b>√</b>	<b>√</b>
Portfolio Selection	<b>√</b>	<b>√</b>	<b>√</b>
Portfolio Oversight and monitoring	✓	<b>√</b>	✓
Portfolio Rebalancing	✓	✓	✓
Cost Basis Tracking	✓	✓	✓
Account Maintenance	✓	✓	✓
Required Minimum Distribution Calculation and Compliance	✓	✓	✓
Interim Reviews as needed	✓	✓	✓
Annual Audit of Financial Plan		✓	✓
Priority Access to Advisor and staff		✓	✓
Surviving Spouse Services			✓
Limited Consultation to Family Members (preapproval required)			✓
Access to Office Equipment			✓
Document Storage			✓
Action Alerts			✓
Managed Asset Minimums	\$500k	\$750k	\$1mil
Asset-based Fee (on all agreed-upon assets)	φοσοικ	Ψ700Κ	Ψππ
\$0 - \$500,000	1.30%	1.30%	1.30%
\$500,000 - \$1,000,000	1.20%	1.20%	1.20%
\$1,000,000 - \$2,000,000	1.10%	1.10%	1.10%
\$2,000,000 - \$2,250,000	0.60%	0.60%	0.60%
>\$2,250,000	0.00%	0.00%	0.00%
Service-based Fee			<b>AF 225</b>
First Year (waived with AUM >\$2,250,000)  Subsequent Years hilled (F00/Ouerter)	n/a	n/a	\$5,000
<ul> <li>Subsequent Years -billed \$500/Quarter</li> <li>Per Occurrence - \$250/hour - \$1,000 minimum</li> </ul>	n/a TBD	n/a TBD	\$2,000 TBD
Per Occurrence - \$250/hour - \$1,000 minimum	עפו	עסו	עסו

#### Exhibit B - Privacy Notice

#### Effective January 1, 2024

Van Der Noord Financial Advisors, Inc. (VFA) ("we") and all of its affiliated financial advisors are committed to maintaining the trust and confidence of our customers ("you"). We want you to understand how we protect your privacy when we collect and use your non-public personal information ("personal information") in the course of business, as well as the measures we take to safeguard your personal information. Keeping your personal information private is our priority.

While providing service to you, we collect personal information from the following sources:

- Account applications and other standard forms related to your accounts and information that you disclose to your financial advisor. Examples of information collected include your name, address, Social Security number, assets, types and amounts of investments, transactions and income.
- Your transactions with VFA and any entity associated with it, provide you with diverse financial products and services. Examples of information collected include your account balance, payment history, parties to transactions, types and amounts of investments and transactions.
- Information obtained from third parties when verifying applications or other forms. This may be obtained from your current or past employers or from other institutions with which you conduct financial transactions.
- Associated entities, which are individuals and entities that are not our affiliates but are affiliates of our affiliates, primarily Registered Investment Advisers that are affiliated with our registered representatives.
- Financial services companies with which we have joint marketing agreements. These may include associated Registered Investment Advisers, Banks and Credit Unions.

Keeping your information secure is one of our most important responsibilities. We restrict access to your personal information. We maintain physical, electronic and procedural safeguards that comply with applicable law to protect your personal information. We train our employees in the proper handling of personal information. When we use other companies to help provide our services to you, we require them to protect the confidentiality of personal information they receive.

#### **Disclosing Personal Information to Non-Affiliated Third Parties**

We do not sell, share or disclose your personal information to non-affiliated third-party marketing companies, except personal information we share with other financial institutions pursuant to joint marketing agreements we enter into with them.

We may disclose some or all of the information we collect, only to provide services as allowed by applicable law or regulation. They are not permitted to share or use the information for any other purpose. We may also disclose to our affiliates all of the information we collect, as described above regarding "how we collect your personal information". To the extent that applicable state laws grant you greater protection in connection with our sharing of your personal information, we will comply with those laws. We may also disclose your personal information as permitted or required by law. These disclosures may include, for example, information to process transactions on your behalf, to conduct our operations, to follow your instructions as you authorize, or to protect the security of your financial records.

We value the independence of your financial advisor and the relationship he or she has with you. As such, if you terminate your relationship with us and affiliate with another financial services firm ("New Financial Institution"), we may disclose your personal information to the New Financial Institution, unless you instruct us not to. If you do not want us to disclose your personal information to a new financial institution without your expressed advance consent, you may request that we do not provide your information to the new financial institution by requesting such in writing and mailing your request to 420 The Parkway – Suite G2, Greer, SC 29650. If your primary address is in a state that requires your affirmative consent to share your personal information with the new Financial Institution (such as California, Vermont or other states requiring positive affirmation), then you must give your written consent before we will allow your financial advisor to take any of your personal information to a New Financial Institution. You can withdraw your consent at any time by contacting us at the address provided above.

### **Disclosing Personal Information to Associated Entities**

We may share your non-public personal information with Registered Investment Advisers with which we are affiliated and with your bank, credit union or other financial institutions with which we have a joint marketing arrangement. We do that for the purpose of offering additional products and services to you as well as to effect, administer, service and enforce your requested transactions and maintain and service your accounts.

#### If Your Relationship with Us Ends

If our relationship with you ends, we will continue to treat and protect your personal information in accordance with this Privacy Notice. That means that we may continue to share your personal information with our associated entities and affiliates as previously described or as permitted by law. However, if you notify us of your election not to have us share your personal information with others before or after your relationship with us ends, we will honor that request.

### **Additional State Opt-Out Information**

The information sharing practices described previously are in accordance with Federal law. In states where your affirmative consent is required before we can disclose your personal information, we will comply with those state laws.

#### **Exhibit C- Held Away Investments**

Addendum to Financial Advisory and Discretionary Investment Management Agreement (This form is for assets that will be managed, but will not be held in a Schwab A/C)

This Addendum amends the above-referenced Agreement by and between
("Client"), and Van Der Noord Financial Advisors, Inc. ("Advisor") dated
and provides for Advisor to expand its advisory services (as set forth in the Agreement) provided to the Client
to include both (1) Client household investment assets where Client previously granted Advisor discretionary
investment authority under the Agreement and (2) additional Client household investment assets listed below
on this Addendum (and referred to as "Held Away Investments"). Client hereby grants Advisor, to the extent
feasible for each Held Away Investment, discretionary trading authority through this Addendum and as provided
for in the Agreement. Client understands that advisory services related to the Held Away Investments will be
provided within the limitations on those assets imposed by the structures where or within such assets are held,
including but not limited to those of a third party fiduciary, insurance contract or any other investment
arrangements (for example, retirement investment plans, salary deferral investment plans, and variable annuity
contracts). "Held Away Investments" may be modified by deletion or addition, from time to time, by written
notice to the Advisor by the Client. In some cases, Held Away Investments may be traded or chosen by the Client
upon advice of Advisor and not traded or chosen for the Client directly by the Advisor.

The Advisor understands that from time to time certain accounts are simply not able to be moved to its Custodian at the time the Client signs this Agreement. In these circumstances, Advisor agrees to discount its fee for the relevant account(s) as indicated in the following table. The discount remains in effect until such time as the account(s) are eligible to be fully managed by the Advisor from within its Custodian at which time, the standard fee schedule outlined in Section Three (3) of the Agreement will prevail. Note: Eligibility of a "Held Away" account to be moved to the Advisor's Custodian is not mandatory; however, eligibility alone is the sole trigger to activate the Advisors standard fees outlined in Section Three of this Agreement.

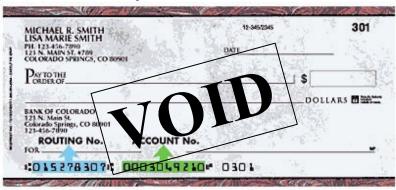
Any advisory fees earned by the Advisor, defined in the Agreement, unless otherwise noted next to the description of the applicable type of Held Away Asset listed below, will include, following the execution of this Addendum, the most recent value(s) known to the Advisor of all Held Away Assets immediately prior to the Advisor's next quarterly billing cycle, as such billing cycle is described in the Agreement, and where such valuations are believed to be in good faith by the Advisor to be materially accurate based on information provided periodically by the Client or a third party authorized by the Client to provide such valuation information to the Advisor. The Client agrees to periodically provide the Advisor updated valuation information on such Held Away Investments on a quarterly or more frequent basis if feasible, but no less frequently than annually.

Billing held away account fees to an existing tax deferred or tax exempt account may be treated as a taxable distribution. To avoid tax liability including early withdrawal penalties, please provide the reference information of the taxable account to be billed.

	Investment Description	Advisory & Investment Mgmt Fee		Billing Account		
		As per Schedule	Advisory Fee	Investment Mgmt Fee	Total	
1.						□ Existing a/c □ New a/c
2.						<ul><li>□ Existing a/c</li><li>□ New a/c</li></ul>
3.						<ul><li>□ Existing a/c</li><li>□ New a/c</li></ul>

Existing Custodial Account Authorization					
Account Registration	Account Number				
New Custodial Account A	uthorization				
New Custodial Account A	uthorization				
New Custodial Account A	uthorization				
New Custodial Account A	uthorization  Account Number				

# A VOIDED check from the above referenced account must be attached to this Exhibit.



By signing below,	the Client ac	mowledges and agrees to the terms as they have	been described in this Exhibit
effective this	day of	, 20	

## Acknowledged:

	BY CLIENT		BY CLIENT		BY ADVISOR
Signature		Signature		Signature	
Name (Print)		Name (Print)		Name (Print)	

# **EXHIBIT D - Client Advisory Scope Limitation Acknowledgement**

Addendum to Financial Advisory and Discretionary Investment Management Agreement

(This form is used when money is being transferred into Schwab and will be managed by Advisor without a financial plan being created)

This Addendum amends the above-r	eferenced A	greement by and betweer	1		
		(the "Cli	ent"), and '	Van Der Noord Financial	
Advisors, Inc. (the "Advisor") dated		and is ackr	nowledging	that the Client(s) is(are)	
declining to utilize, until further n					
described in this Agreement. The	use of su	ch services may result	in a differ	ent portfolio allocation	
recommendation by the Advisor to t	he Client. Th	e Client understands the A	dvisor is no	t best able to perform its	
duties as a fiduciary to the Client w	ith limitation	s on the scope of Advisor	's wealth m	nanagement services and	
that the Advisor's efforts are restric	ted to discret	tionary portfolio manager	nent, but its	s fees are not reduced by	
this limitation of advisory services so	cope.				
By signing below, the Client acknow effective this day of	_	-	y have been	n described in this Exhibit	
Acknowledged:					
BY CLIENT		BY CLIENT BY ADVISOR		BY ADVISOR	
C'a a a l	Signature		Signature		

Name

(Print)

Name

(Print)

Signature

Name (Print)

The Village at Thornblade, 420 The Parkway, Suite G2, Greer, SC 29650 (864) 801-1977 www.vandernoordfinancial.com
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## **Privacy Notice**

#### Effective January 1, 2024

Van Der Noord Financial Advisors, Inc. (VFA) ("we") and all of its affiliated financial advisors are committed to maintaining the trust and confidence of our customers ("you"). We want you to understand how we protect your privacy when we collect and use your non-public personal information ("personal information") in the course of business, as well as the measures we take to safeguard your personal information. Keeping your personal information private is our priority.

While providing service to you, we collect personal information from the following sources:

- Account applications and other standard forms related to your accounts and information that you disclose to your financial advisor. Examples of information collected include your name, address, Social Security number, assets, types and amounts of investments, transactions and income.
- Your transactions with VFA and any entity associated with it, provide you with diverse financial products and services. Examples of information collected include your account balance, payment history, parties to transactions, types and amounts of investments and transactions.
- Information obtained from third parties when verifying applications or other forms. This may be obtained from your current or past employers or from other institutions with which you conduct financial transactions.
- Associated entities, which are individuals and entities that are not our affiliates but are affiliates of our affiliates, primarily Registered Investment Advisers that are affiliated with our registered representatives.
- Financial services companies with which we have joint marketing agreements. These may include associated Registered Investment Advisers, Banks and Credit Unions.

Keeping your information secure is one of our most important responsibilities. We restrict access to your personal information. We maintain physical, electronic and procedural safeguards that comply with applicable law to protect your personal information. We train our employees in the proper handling of personal information. When we use other companies to help provide our services to you, we require them to protect the confidentiality of personal information they receive.

#### **Disclosing Personal Information to Non-Affiliated Third Parties**

We do not sell, share or disclose your personal information to non-affiliated third-party marketing companies, except personal information we share with other financial institutions pursuant to joint marketing agreements we enter into with them.

We may disclose some or all of the information we collect, only to provide services as allowed by applicable law or regulation. They are not permitted to share or use the information for any other purpose. We may also disclose to our affiliates all of the information we collect, as described above regarding "how we collect your personal information". To the extent that applicable state laws grant you greater protection in connection with our sharing of your personal information, we will comply with those laws. We may also disclose your personal information as permitted or required by law. These disclosures may include, for example, information to process transactions on your behalf, to conduct our operations, to follow your instructions as you authorize, or to protect the security of your financial records.

We value the independence of your financial advisor and the relationship he or she has with you. As such, if you terminate your relationship with us and affiliate with another financial services firm ("New Financial Institution"), we may disclose your personal information to the New Financial Institution, unless you instruct us not to. If you do not want us to disclose your personal information to a new financial institution without your expressed advance consent, you may request that we do not provide your information to the new financial institution by requesting such in writing and mailing your request to 420 The Parkway – Suite G2, Greer, SC 29650. If your primary address is in a state that requires your affirmative consent to share your personal information with the new Financial Institution (such as California, Vermont or other states requiring positive affirmation), then you must give your written consent before we will allow your financial advisor to take any of your personal information to a New Financial Institution. You can withdraw your consent at any time by contacting us at the address provided above.

#### **Disclosing Personal Information to Associated Entities**

We may share your non-public personal information with Registered Investment Advisers with which we are affiliated and with your bank, credit union or other financial institutions with which we have a joint marketing arrangement. We do that for the purpose of offering additional products and services to you as well as to effect, administer, service and enforce your requested transactions and maintain and service your accounts.

#### If Your Relationship with Us Ends

If our relationship with you ends, we will continue to treat and protect your personal information in accordance with this Privacy Notice. That means that we may continue to share your personal information with our associated entities and affiliates as previously described or as permitted by law. However, if you notify us of your election not to have us share your personal information with others before or after your relationship with us ends, we will honor that request.

#### **Additional State Opt-Out Information**

The information sharing practices described previously are in accordance with Federal law. In states where your affirmative consent is required before we can disclose your personal information, we will comply with those state laws.