Van Der Noord Financial Advisors, Inc.



FINANCIAL ADVISORY AND DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT

This Financial Advisory and Discretionary Investment Management Agreement is entered into among ______ (the "Client") and Van Der Noord Financial Advisors, Inc. (the "Advisor"), a registered investment adviser (the "Agreement").

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 on an annual basis 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.

Advisor may recommend that the Client's Accounts be sub-advised by a third party investment manager if in the best interests of the Client (Herein after, the ("Investment Manager"). The Investment Manager will assist the Advisor in providing asset management and wealth management advisory services to the Client including completing and monitoring the Client's written financial plan. The Investment Manager will keep confidential all records and information related to the Client and the Client's Account. The Investment Manager's fee for services is included in Advisor's fee for services as disclosed in Section 20 of this Agreement.

3.	rees. Chent ac	knowledges naving received the van D	er Noord Financial Advisors Service and Fee Disclosure.
Client further und	lerstands that the A	Advisor will receive compensation either	er through a retainer, an asset-based fee, or both. Based on the
service level that	best matches their	personal needs, Client elects to retain t	he Advisor at the
(description of ser	rvice level) level a	nd agrees to pay an initial fee of \$	in addition to an ongoing annual retainer of
\$ to b	oe paid quarterly in	advance.	
In certain cases, C	Client agrees to ret	ain Advisor for a one-time project more	e suited to an hourly rate. In such a circumstance, the Client
agrees to an hourl	y rate of \$	Advisor will make a good faith est	imate of the time needed to accomplish the agreed upon
project and will n	otify the Client if	actual fee will exceed the estimate by n	nore than 20% as measured in hours.
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Clients may elect to retain the Advisor to manage some, all or none of their investment accounts on a discretionary basis. Services provided under this Agreement include recommendations about financial goals, priorities, asset allocation, security selection recommendations about non-discretionary accounts, ongoing monitoring of progress toward goals and ongoing advice about changing goals and priorities. The Advisor's Fees for service are outlined in Section 20.

a. Payment Timing. 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 opened 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 opened through the end of the calendar quarter in which the Account is opened together with the next full quarter's fee. 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 Section 20 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>. The Client will be solely responsible for all commissions and other transaction charges and any charge relating to the custody of securities in the Account.
- 4. <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.

- 5. <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.
- **6.** <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.
- 7. <u>Termination</u>. This Agreement may be terminated by either party at any time without penalty upon written 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 terminates this Agreement within five business days of its signing, the Client will receive a full refund of all fees and expenses.
- **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.

9. Representations.

- a. Advisor represents that it is registered as an investment adviser under the Investment Advisers Act of 1940 and is authorized and empowered to enter into this Agreement.
- b. 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.
- c. 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.

- d. 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.
- 10. ERISA Accounts. 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.
- 11. Notice. 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.
- 12. <u>Applicable Law</u>. This Agreement will be interpreted under the laws of the State of South Carolina, without reference to principles of conflict of laws, provided that there is no inconsistency with federal laws.
- 13. Entire Agreement. 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.
- 14. <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.
- 15. <u>Disclosure Document</u>. The Client acknowledges receipt of Advisor's Form ADV Part 2A 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 2A, it can be acquired at any time on the Van Der Noord Financial Advisors website at www.vandernoordfinancial.com or by calling the Advisor at 1-864.801.1977 to request a printed copy.
- **16.** <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.
- **Proxy Policy**. 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.
- **18. Privacy Policy**. The client acknowledges receipt of the Advisor's privacy policy which is found in Exhibit A of this Agreement.
- **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.

20. Arbitration Provision.

- Arbitration is final and binding on all parties.
- The parties are waiving their right to seek remedies in court; including the right to jury trial, except to the extent such a waiver would violate applicable law.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- Any controversy or dispute, which may arise between you and Advisor concerning any transaction or the construction, performance or breach of this Agreement, shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association.
- The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.
- The Agreement to arbitrate does not entitle you to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and you expressly agree that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

20. Financial Advisory Fees. The table below reflects the Financial Advisory and Discretionary Investment Management Fees of the Advisor (VanDerNoord Financial Advisors) and the sub-advisor/investment manager (Wealthcare Capital Management). Although WCM has no minimum household asset level, there will be a minimum investment management fee of \$500 per annum. The fee will be calculated based on the total household managed Client Account value, and will be billed pro-rata against the accounts within the household (unless otherwise directed). 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 tiered fee schedule for fees paid to the advisor- VFA and the subadvisor- WCM.

		Financial Advisory Fee	Investment Management Fee	Total	Blended
\$0 - \$500,000	First \$500,000	1.00%	0.40%	1.40%	1.40%
\$500,000 - \$1,000,000	Next \$500,000	0.95%	0.35%	1.30%	1.35%
\$1,000,000 - \$2,000,000	Next \$1million	0.85%	0.30%	1.15%	1.25%
\$2,000,000 - \$3,000,000	Next \$1million	0.45%	0.25%	0.70%	1.07%
\$3,000,000 - \$5,000,000 ¹	Next \$2million	0.25%	0.20%	0.45%	0.82%
\$5,000,000 - \$999,999,999 ¹	> \$5million	0.25%	0.15%	0.40%	0.40%

Footnote 1: Fees negotiable

Brokerage fees and commissions as well as fund expenses are separate from the fees listed above. Expense Ratios are subject to change by the mutual funds or ETF providers. Brokerage commissions in Client Account managed by the Advisor depend on the brokerage firm selected by the Client and the number of shares executed per trade among other factors. Your brokerage firm should provide you with information about the commission rates charged. Advisor does not provide brokerage services, nor does it earn or share in any brokerage commissions.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN SECTION 20.

By signing below	ow, the Client	acknowledges and a	agrees to	the t	erms as	s they	have	been	described	in t	this	Agreement
effective this	day of	, 20_	•									

Signature Page Follows

CLIENT ACKNOWLEDGEMENT

All principals to the account must sign. If any signatory is a fiduciary, 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 NOORDS FINANCIAL ADVISORS, INC.

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

CLIENT INFORMATION

Client Name(s) & Title		
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Name of		
Business,		
Estate or Trust		
(if applicable)		
Client		
Address		
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Client		
Home Phone		
	I	
Client		
Cell Phone		
Client		
Email		
Elliali		

Exhibit A – Privacy Policy

Effective January 1, 2015

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.
- Consumer reporting agencies, including information concerning your credit worthiness and credit history.
- 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 terminates 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 B – 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 TD Ameritrade A/C)

gran belo Helo und imp	w on this Addendum (and referre	nent authority under the	ide both (1) C	Client household investr	isor to expand its	Client previously					
belo Helo und imp	w on this Addendum (and referre				nent assets where	Cheff previously					
Helo und imp		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									
imp	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										
cont	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										
vari	able annuity contracts). "Held A	way Investments" may b	e modified b	y deletion or addition,	from time to time,	by written notice					
	ne Advisor by the Client. In some not traded or chosen for the Clien			be traded or chosen by	the Client upon a	advice of Advisor					
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	advisory fees earned by the Adverger of Held Away Asset listed below										
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Bill	ing held away account fees to an ε	existing tax deferred or ta	ax exempt acc	count may be treated as	a taxable distribut	tion. To avoid tax					
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3.	signing below, the Client ackno	Credit Card Billing wledges and agrees to	Address	Credit Card	□ Crea □ Custody Acco □ Crea □ Custody Acco	dit Card ount # dit Card ount # Expiration Date					
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EXHIBIT C – Client Advisory Scope Limitation Acknowledgement

Addendum to Financial Advisory and Discretionary Investment Management Agreement

(This form is used when money is being transferred into TD Ameritrade and will be managed by Wealthcare Capital Management BEFORE a full and complete Wealthcare Plan can be created)

This Addendum amends the above-referenced Agreement by and between and Van Der Noord Financial Advisors, Inc. (the "Advisor") dated acknowledging that the Client(s) is(are) declining to utilize, until further notice, the Advisor's of the Advisor's	, and is
management planning services as described in this Agreement. The use of such services a different portfolio allocation recommendation by the Advisor to the Client. The Client understa	may result in a
is not best able to perform its duties as a fiduciary to the Client with limitations on the sco wealth management services and that the Advisor's efforts are restricted to discretionary portfol but its fees are not reduced by this limitation of advisory services scope.	pe of Advisor's
By signing below, the Client acknowledges and agrees to the terms as they have been de Exhibit effective this day of, 20	escribed in this
Acknowledged:	

	BY CLIENT		BY CLIENT		BY ADVISOR
Signature		Signature		Signature	

Name Name Name (Print) (Print) (Print)