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**INVESTMENT ADVISORY SERVICES AGREEMENT  
AND PRIVACY POLICY**

**CLIENT INFORMATION**

Client 1	_____	_____	_____
	Name	Email	Phone Number
Client 2	_____	_____	_____
	Name	Email	Phone Number

**ANNUAL ADVISORY FEE (Payable Quarterly and in Advance) AND HOURLY PLANNING FEE**

Advisory Fee		<b>Investment Management Advisory Fee</b>		<b>Planner</b>	<b>Hourly Planning Fee*</b>
	<b>Assets Managed</b>			Principal	\$200 per hour
	First \$1,000,000	0.80%		Support	\$100 per hour
	Over \$1,000,000	0.50%		<i>*when requested by the Client</i>	

**SPECIAL INSTRUCTIONS**

Special Instructions	_____ _____ _____ _____
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**ELECTRONIC DELIVERY OPT OUT**

Notices and Communication will be sent electronically unless you check here:

**ACKNOWLEDGEMENT OF UNDERSTANDING**

**trueNorth Financial Services, LLC, doing business as trueNorth Wealth Advisors (“collectively “Advisor”) and Client 1 and Client 2 named above (collectively “Client”) enter into this Investment Advisory Services Agreement (“Agreement”) effective the date signed by the Advisor below. All parties agree to the Terms and Conditions contained in this six (6) page Agreement and that this Agreement replaces any previously signed written or oral agreements.**

Acknowledgement	_____	Date	_____	Date
	_____	Date		

Advisor Approval

**TERMS & CONDITIONS**

**1. SCOPE OF ENGAGEMENT**

This Agreement sets forth the services to be provided to Client 1 and/or Client 2 (collectively referred to as “Client”) by trueNorth Wealth Advisors (“Advisor”). Client hereby appoints Advisor as an Investment Advisor to perform the services hereinafter described, and Advisor accepts such appointment.

**Investment Management:** Advisor will evaluate Client’s investment objectives and current investments. Advisor shall be responsible for the investment and reinvestment of all assets opened through Advisor (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “Assets” or “Account”). Client may request exclusions or exceptions for any Account, Asset or position on the Special Instructions section of this Agreement or in writing to the Advisor. Client hereby grants Advisor all of its powers with regard to the investment and reinvestment of the Client assets and appoints Advisor as Client’s agent in fact with full authority to buy, sell, or otherwise effect investment transactions involving the Assets managed under this Agreement, without first contacting Client. Investment transactions include, but are not limited to mutual funds, exchange traded funds (“ETFs”), stocks, bonds, certificates of deposit, independent investment managers and/or programs and other securities and/or contracts relating to the same, on margin or otherwise and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the Assets.

**Hourly Planning:** In addition to the *Investment Management* Advisor agrees to provide specific, situational and tactical financial planning to Clients for specific retirement planning, objective and goal analysis, wealth transfer and generalized financial advice. Advisor will charge on an hourly basis for these services as noted in the Annual Advisory Fees and Hourly Planning Fee section of this Agreement. Client agrees that engagement of Advisor for *Hourly Planning* is separate and distinct from the asset based *Investment Management* Advisory Fee. It is important for the Client to know that each individual has different situations or demands and that not all Investment Advisory Services clients will engage the Advisor for these services. Client also affirms that engagement of the Advisor for *Hourly Planning* is solely at the discretion of the Client.

## **2. RESPONSIBILITIES OF CLIENT**

Client agrees to provide information regarding assets and liabilities, income, investments, income tax situation, estate and other pertinent matters as requested by Advisor from time-to-time. Client also agrees to discuss needs and goals and projected future needs candidly with Advisor and to keep Advisor informed of changes in Client's situation, needs and goals. Client acknowledges that Advisor cannot adequately perform its service on Client's behalf unless Client performs such responsibilities and that Advisor's analysis and recommendations are based on the information provided by Client. Client agrees to permit Advisor to consult with and obtain information about Client from Client's accountant, attorney and other advisors or brokers and Advisor is expressly authorized to rely on such information. Unless the Client has advised the Advisor to the contrary, in writing or in the Special Instructions section above, there are no restrictions that the Client has imposed upon the Advisor with respect to the management of the Assets. Client also agrees that utilization of *Hourly Planning* is solely at the discretion of the Client.

## **3. CUSTODY OR CONTROL OF CLIENT'S FUNDS**

It is understood by the parties that Advisor will not have custody of, nor control over, Client's funds or investments. With the assistance of Advisor, Client will set up accounts at one or more brokerage firms, mutual fund companies, and/or other financial institutions ("Custodian"). Such accounts will be registered in the name of Client. Client authorizes Advisor to deduct its fees, as described in this Agreement, from such accounts.

## **4. CFP BOARD'S STANDARDS OF PROFESSIONAL CONDUCT**

Advisor acknowledges their responsibility to adhere to CFP Board's Standards of Professional Conduct, and all applicable federal and state rules and regulations. At all times during the engagement covered by this Agreement, Advisor and its representatives shall place Client interests ahead of their own when providing professional services. In addition, since this engagement includes investment advice and financial planning services, Advisor and its representatives are required to act as a fiduciary, as defined by CFP Board. You can learn more about CFP Board's ethical requirements at [www.cfp.net](http://www.cfp.net).

## **5. ADVISOR LIABILITY**

The Advisor, acting in good faith, shall not be liable for any independent action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third party service providers recommended to the Client by the Advisor, including a broker-dealer and/or custodian, attorney, accountant, insurance agent, or any other professional. If the Account contains only a portion of the Client's total assets, Advisor shall only be responsible for those assets that the Client has designated to be the subject of the Advisor's investment management services under this Agreement without consideration to those additional assets not so designated by the Client.

If, during the term of this Agreement, the Advisor holds or purchases specific individual securities for the Account at the direction of the Client (i.e. the request to purchase was initiated solely by the Client), the Client acknowledges that the Advisor shall do so as an accommodation only, and that the Client shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof. Correspondingly, the Client further acknowledges and agrees that the Advisor shall not have any responsibility for the performance of any and all such securities, regardless of whether any such security is reflected on any quarterly Account reports prepared by Advisor or noted on the statements received from the custodian. In addition to any and all accounts maintained by the Client with other investment professionals or at custodians for which the Advisor does not maintain trading authority, the Client, and not the Advisor, shall be exclusively responsible for the investment performance of any such assets or accounts.

The Client acknowledges that investments have varying degrees of financial risk, and that Advisor shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time made, was consistent with the Client's investment objectives.

The Client further acknowledges and agrees that Advisor shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the Account transition process (i.e., the transfer of the Assets from the Client's predecessor Advisors/custodians to the Accounts to be managed by the Advisor) resulting from: (1) securities purchased by Client's predecessor Advisor(s); (2) the sale by Advisor of securities purchased by the Client's predecessor Advisor(s) subsequent to completion of the Account transition process:

**Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal or state securities laws. As an investment advisor registered under the Securities Act of Washington and other applicable state securities laws we embrace our fiduciary duty to, at all times, act in the best interests of clients.**

Notwithstanding the fact that one or more counselors, principals or employees of Advisor may be licensed attorneys or Certified Public Accounts it is understood by Client that Advisor does not offer legal, accounting or insurance advice. It is further understood that Services provided pursuant to this Agreement do not create any "attorney-client relationship" of any kind. Actions taken by Advisor pursuant to this Agreement do not constitute the practice of law or accounting.

## **6. FEES**

The Advisory Fee rate for *Investment Management* is noted under the Annual Advisory Fees and Hourly Planning Fees section of this Agreement. The *Investment Management* Advisory Fee, paid in advance, will be a percentage of the value of all Assets in the Account(s) at the beginning of each calendar quarter. The fee is calculated by multiplying the value of the assets at the beginning of the quarter by one-quarter of the Annual Advisory Fee for each level of assets being managed. At the time the fee is charged the client will be sent an invoice that shows the fee, time period covered and the fee calculation. Client agrees that the date of this Agreement will be used as the effective starting date for the purposes of calculating the initial fee. Client authorizes Advisor or in some cases the independent investment manager to calculate and deduct its fees from the Account under the terms of this Agreement. Any commissions, trading costs, redemption fees, and other expenses payable in connection with the execution of transactions for the account and any out-of-pocket expenses incurred shall be borne by the Account and, to the extent the Account's funds are inadequate, by the Client. It is possible that the value of the account will include mutual funds, exchange-traded funds, or other investments that have additional fees and expenses as noted in the prospectus. Client acknowledges understanding that these expenses are paid by the funds but ultimately paid by the Client. Client also understands that it may be possible to find comparable services at a lower fee from other providers.

The Advisor will charge Client \$200 per hour for *Hourly Planning* services rendered by principals of Advisor as noted under the Annual Advisory Fees and Hourly Planning Fees section of this Agreement. Any planning performed by non-principals (support) of Advisor will be billed at a rate of \$100 per hour. Upon completion of *Hourly Planning* services or on an interim basis as determined by Advisor, Client will be sent an invoice itemizing the services performed and the amount of *Hourly Planning* fees owed to Advisor. Client agrees to pay any invoice received from Advisor within 30 days. At any time Client can inquire as to the balance owed for cumulative and unpaid *Hourly Planning* charges. Client may also stop *Hourly Planning* services at any time through written or electronic communication to Advisor.

In addition to Advisor's Advisory Fee and Hourly Planning Fees the Client shall also incur: [1] charges imposed directly at the fund or ETF level (e.g. management fees, internal fees and other fund expenses) charged by mutual fund and exchange traded fund investments; [2] all transaction and recurring fees and expenses charged by the Custodian (as described in the Account Transaction section below). Advisor shall not be compensated on the basis of a share of capital gains of Client Assets.

## **7. TERMINATION OF AGREEMENT**

Client may terminate this Agreement within five (5) days of execution without any fees or penalties. After that, either party may cancel this Agreement at any time. If cancelled the Advisor will rebate any unearned portion of the Advisory Fee that was paid in advance.

Termination of this Agreement will not affect: (i) the validity of any action previously taken by Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement. Upon the termination of this Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

## **8. REQUIRED DISCLOSURE**

Advisor is an investment advisor registered with the State of Washington. Client acknowledges receipt of Advisor's ADV Part 2A & 2B.

## **9. ARBITRATION**

The parties agree that they will make a good faith effort to resolve any controversy or claim arising out of or relating to this Agreement. If both parties cannot resolve the issue(s) raised, the parties agree that any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Securities Arbitration Rules of the American Arbitration Association. All parties agree that arbitration proceedings will take place in the State of Washington, or in the state where the client resides when this Agreement was executed. Judgment upon the award rendered by the arbitrators may be entered in an appropriate court having jurisdiction. Client understands that this arbitration clause does not constitute a waiver of Client's rights under the Investment Act of 1940, including the right to choose the forum, whether arbitration or adjudication, in which Client may seek dispute resolution. Arbitration shall be commenced by Client sending or receiving a written notice of intention to arbitrate with Client's election of the arbitration tribunal, and a written statement explaining why the mediation process described above was not successful. It is requested that the arbitration proceeding be heard in front of a panel of three qualified arbitrators. In the event Client does not make such a designation within (5) days of such notice, then Client authorizes Advisor to do so on Client's behalf.

**10. DEATH/DISABILITY/INCOMPETENCY**

The death, disability or incompetency of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Advisor. Client recognizes that the Custodian may not permit any further Account transactions until such time as any documentation required is provided to the Custodian and Client will not hold Advisor responsible for any losses that occur from the inability to effect trades during the time where access to accounts is blocked by the Custodian.

**11. NON-EXCLUSIVE MANAGEMENT**

Advisor and/or its Representatives may have or take the same or similar positions in specific investments for their own accounts or accounts of other clients, as Advisor does for the Client. Client expressly acknowledges and understands that Advisor shall be free to render investment advice to others and that Advisor does not make its investment management services available exclusively to Client. Nothing in this Agreement shall impose upon Advisor any obligation to purchase or sell, or to recommend for purchase or sale, for the Account, any security which Advisor, its principals, members, affiliates or employees, may purchase or sell from their own accounts or for the account of any other client.

**12. CLIENT CONFLICTS**

If this Agreement is between Advisor and related clients (i.e. Client 1 and Client 2, spouses, life partners, etc.), Advisor's services shall be based upon the joint goals communicated to the Advisor. Advisor shall be permitted to rely upon instructions from either party with respect to the Assets, unless and until such reliance is revoked in writing to Advisor. Advisor shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients

**13. ELECTRONIC DELIVERY**

Unless elected under the Electronic Delivery Opt Out section above the Client authorizes the Advisor to deliver, and the Client agrees to accept, all required regulatory notices and disclosures via electronic mail, as well as all other correspondence from the Advisor. Advisor shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the Client's last provided email address (or upon advising the Client via email that such document is available on the Advisor's web site or online portal).

**14. SEVERABILITY**

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**15. REPORTS**

Advisor and/or the Account custodian shall provide Client with periodic reports for the Account. In the event that the Advisor provides supplemental Account reports which include assets for which the Advisor does not have investment management authority (discretionary or non-discretionary), the Client acknowledges the reporting is provided as an accommodation only, and does not include investment management, review, or monitoring services, nor investment recommendations or advice. Client further understands that there may be a difference in the values noted on the statements received from the Custodian from the values noted on the Advisor reports. This difference may be attributable to settlement date versus trade date accounting. Client should refer to the values shown on the Custodian statement for the actual value of their holdings.

**16. ACCOUNT TRANSACTIONS**

Client recognizes and agrees that in order for Advisor to perform its responsibilities, it must engage in securities brokerage transactions described above in the Scope of Engagement section. Client agrees that commissions and/or transaction fees for effecting securities transactions charged by the Custodian are exclusive of, and in addition to, Advisor's compensation as defined in the Advisory Fees section above.

**17. AUTHORITY**

Client acknowledges that they have all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. Client correspondingly agrees to immediately notify Advisor, in writing, in the event that either of these representations should change. The Client specifically represents that: (A.) If Client is an individual, he/she: (1) is of legal age and capacity, (2) has full authority and power to retain Advisor, (3) the execution of this Agreement will not violate any law or obligation applicable to the Client, and, (4) the Client owns the Assets, without restriction; (B.) If Client is an entity, it: (1) is validly organized under the laws of applicable jurisdictions, (2) has full authority and power to retain Advisor under the terms of this Agreement, (3) the execution of this Agreement will not violate any law or obligation applicable to the Client, and, (4) the Client owns the Assets without restriction.

## **18. MISCELLANEOUS**

(a) Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interests herein without the prior written consent of the other party. (b) This Agreement may be amended or revised only by an instrument in writing signed by Client and by a member of Advisor. (c) No provision hereof or breach of any provision may be waived or discharged except by a written agreement of the party from whom the waiver or discharge is sought. No waiver of any breach hereof shall in any way be construed to be a waiver of any future or subsequent breach. (d) The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Washington. (e) For clients residing in Washington, this Agreement shall not waive or limit compliance with, or require indemnification for any violation of, any provision of the Securities Act of Washington, chapter 21:20 RCW. (f) Advisor will not vote proxies on behalf of Client.

## **PRIVACY POLICY**

Advisor's Privacy Policy follows and is applicable to current and former clients. Throughout the policy, Advisor refers to information that personally identifies clients or client accounts as "personal information." Advisor collects personal information in the normal course of business to better manage and serve Clients. (1) Advisor collects Clients' information (that they provide Advisor) when they open an Account. The information Advisor collects may include the Client's name, address, phone number, e-mail address, social security number, and information about the Client's interests, investments, financial goals and investment experience. (2) Once a Client opens an Account with Advisor, personal information is collected and maintained about the Client's transaction history, positions, and account balances. Advisor may include the Client's name and other data in internal data bases and lists that reflect the client's activities with Advisor.

Advisor uses personal information to fulfill regulatory and audit obligations and to help Advisor deliver the best possible client service. Advisor does not sell personal information to anyone. Advisor does not disclose personal information to third parties, unless one of the following limited exceptions applies: (1) Advisor discloses personal information to companies that help us process or service client transactions or Account(s), including, but not limited to the Custodian, data aggregation software, customer management software, etc. Advisor has contracts with these companies that prohibit them from using personal information for their own purposes. (2) Advisor may disclose or report personal information in limited circumstances where we believe in good faith that disclosure is required or permitted under law, for example: to cooperate with regulatory or law enforcement authorities, to resolve consumer disputes, to perform credit/authentication checks, or for institutional risk control.

***Outside of these exceptions, we will not share personal information with third parties unless the Client specifically requests us to do so.***

Advisor protects the confidentiality and security of personal information. (1) Companies Advisor hired to provide support services are not allowed to use personal information for their own purposes. Advisor limits their use of personal information to performance of the specific service we have requested. (2) Advisor restricts access to personal information to employees and agents for business purposes only. (3) All employees are trained and required to safeguard such information. (4) Advisor maintains physical, electronic, and procedural safeguards for personal information.

Advisor continues to evaluate our efforts to protect personal information and make every effort to keep personal information accurate and up-to-date. If Clients identify any inaccuracy in their personal information, or need to make a change to that information, they should contact Advisor. If, at any time in the future, it is necessary to disclose our Clients' personal information in a way that is inconsistent with this policy, advance notice of the proposed change will be provided to Client, so they can opt out of such information sharing.

Clients with any questions or concerns may call Advisor at 206-652-4314.