

Zidel Financial, Inc.
Investment Advisory Agreement
Betterment Accounts

This Agreement sets forth the terms in which Zidel Financial, Inc. (hereinafter "ZFI"), will provide investment advice to: _____ (hereinafter and collectively, "Client").

Advisory Services Offered: ZFI will develop an Asset Allocation with and for Client, based on Client's age, income, investment objectives, risk tolerance, and other relevant criteria. ZFI will also consider assets not managed by ZFI, if any, in developing Client's asset allocation. The asset allocation includes the following liquid asset classes: Fixed Income, Equities, Real Estate Investment Trusts ("REITS"), Commodities, and Cash Equivalents. ZFI will implement the agreed-upon allocation with a mix of Exchange-Traded Funds (hereinafter "ETFs"), using the Brokerage services of Betterment, LLC, and Betterment Securities, an SEC registered broker-dealer and member FINRA/SIPC (hereinafter "Betterment"). Client agrees to promptly inform ZFI of material changes in Client's investment objectives or financial circumstances that are likely to have a significant impact on the established asset allocation.

Brokerage: ZFI is not a Broker-Dealer (hereinafter "BD"). Client directs ZFI to use Betterment, but is not affiliated or otherwise related to Betterment in any other way.

Custody: ZFI will not act as Custodian for any Client accounts, and will not take possession of any of Client's assets. Client hereby directs the use of Betterment, as Custodian for Client's assets. Custodian will send Client and ZFI Quarterly statements and transaction confirmations showing all Client assets and any transactions for all accounts held by Custodian.

Fees: Fees are charged quarterly in advance, and based on a percentage of the market value of the assets in Client's accounts at the previous calendar quarter end. The market values are based on Custodian's statements, and shall be conclusive in terms of the values on which billing is based. For accounts opened or closed mid-quarter, the fee will be pro-rated accordingly for charges or refunds due. Client authorizes the Custodian to pay ZFI's fee from Client's accounts. Fees will be deducted in the month after each calendar quarter, and Custodian's statements will show the amount debited from Client accounts.

ETF's have their own fees, expenses, spreads and/or concessions which are described in the prospectuses. Betterment and ZFI's fee are in addition to those fees and expenses, and these investments are included in the asset values that are the basis of Client's fee.

Fees will be charged as follows: .25% to Betterment, and .25% to ZFI

For all accounts the total annual fee will be .50% of assets under management.

Please initial once here to acknowledge the above fee: X _____ X _____

Term of Agreement - Right to Cancel: This agreement shall remain in effect until cancelled or amended. This agreement can be amended by mutual written agreement of the parties. Either Client or ZFI can cancel this agreement at any time upon written notice to the other. For purposes of notice, ZFI's address is P.O. Box 5830, Breckenridge, CO, 80424. Notices to Client shall be to the address which appears on Client's monthly statements. The validity of actions taken by ZFI prior to termination of this agreement shall not be affected by termination, and pro rata fees shall be due to ZFI up to the date of termination. Death, disability, or incompetence does not terminate or change the terms of this agreement in the absence of notice of cancellation from an authorized representative. The Firm will continue to provide services and charge fees to the client account until the Firm is made aware, either through a beneficiary, successor, authorized representative, or personal knowledge, of death, disability, or incompetence.

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Confidentiality: Except as Client otherwise agrees to, or as required by Custodian or BD in opening Client account, or as required by law, ZFI will keep confidential all information concerning Client's identity, financial affairs, and investments. Please see ZFI's Privacy Policy for additional details.

Advice to Other Clients: ZFI manages investments for other clients and can give them advice or take actions for them, for ZFI's own accounts, or for accounts of persons related to ZFI, that are different from the advice ZFI gives to Client or actions ZFI takes for Client. ZFI is not obligated to buy, sell or recommend for Client any security or other investment that ZFI buys, sells, or recommends for any other clients or for ZFI's own accounts. ZFI's "Code of Ethics" states that ZFI will avoid conflicts, or even the appearance of conflicts between the interests of ZFI and its Clients.

Risk: ZFI does not guarantee the future performance of Client's accounts, nor does ZFI promise any specific level of performance or that ZFI's investment decisions, strategies, or overall management of Client's accounts will be successful. Investment decisions ZFI makes are subject to various market, currency, economic, political, and business risks, and could lose money. Therefore, except as otherwise provided by law, ZFI shall not be liable to Client for losses that occur: (I) following Client instructions, or (II) caused by Custodian or BD. Nothing in this paragraph shall be construed as a limitation of Client's rights or remedies under applicable federal or state securities laws.

Disputes: In the event of any controversies which cannot be resolved between Client and ZFI regarding transactions in the account, or pursuant to this or any other agreement between Client and ZFI, they shall be resolved by arbitration or in a court of law. Any arbitration or court case shall be brought in Summit County, CO, and shall be governed by Summit County law.

Other: This agreement cannot be assigned by ZFI without prior written Client consent. The laws of the state of the clients' domicile shall govern this agreement, subject to applicable federal laws. If any provision of this agreement is invalid, the remainder of it shall remain in full force and effect. Waivers are valid only if signed by both parties.

Disclosure: Client acknowledges receipt of ZFI Privacy Policy and ADV Part 2/Brochure, which provide additional information regarding the business activities and personal qualifications of, and additional compensation (including transaction charges) paid to, those associated with ZFI. Client shall have the right to either: (1) receive the Firm's Form ADV Part 2 at least 48 hours in advance of contract execution or (2) terminate the contract without paying any fees within five days of execution.

AGREED and ACCEPTED:

_____ Client Signature	_____ Date
_____ Client Signature	_____ Date
_____ Client Signature	_____ Date
_____ Zidel Financial, Inc.	_____ Date