

SCHEDULE 14A INFORMATION
Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934

Filed by the Registrant ☒

Filed by a Party other than the Registrant ☐

Check the appropriate box:

☐ Preliminary Proxy Statement
☐ Confidential, for Use of the Commission only (as permitted by Rule 14a-6(e)(2))

☒ Definitive Proxy Statement
☐ Definitive Additional Materials
☐ Soliciting Material Pursuant to §240.14a-12

Deleted: ☒

Deleted: ☐

Northern Lights Fund Trust III
(Name of Registrant as Specified in Its Charter)

Not Applicable
(Name of Person (s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):

☒ No fee required.

☐ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

1) Title of each class of securities to which transaction applies:

2) Aggregate number of securities to which transaction applies:

3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (Set forth the amount on which the filing fee is calculated and state how it was determined):

4) Proposed maximum aggregate value of transaction:

5) Total fee paid:

☐ Fee paid previously with preliminary materials:

☐ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

1) Amount Previously Paid:

2) Form, Schedule or Registration Statement No.:

3) Filing Party:

4) Date Filed:

Counterpoint Tactical Income Fund

a series of

Northern Lights Fund Trust III

17605 Wright Street
Omaha, Nebraska 68130

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

To Be Held April 10, 2015

Deleted: [MEETING DATE]

Dear Shareholders:

The Board of Trustees of the **Northern Lights Fund Trust III**, an open-end management investment company organized as a Delaware statutory trust, has called a special meeting of the shareholders of **Counterpoint Tactical Income Fund** (the "Fund"), to be held at the offices of the Trust's administrator, Gemini Fund Services, LLC, 80 Arkay Drive, Suite 110, Hauppauge, NY 11788, on April 10, 2015 at 10:00 a.m., Eastern time, for the following purposes:

Deleted: [MEETING DATE]

1. To approve a new Investment Advisory Agreement with Counterpoint Mutual Funds, LLC, the Fund's current adviser. **No fee increase is proposed and there will be no increase in the Fund's net operating expense ratio.**
2. To transact such other business as may properly come before the meeting or any adjournments or postponements thereof.

Deleted: fund's

Shareholders of record at the close of business on February 18, 2015 are entitled to notice of, and to vote at, the special meeting and any adjournments or postponements thereof.

Deleted: [

Deleted:]

By Order of the Board of Trustees

Eric Kane, Esq., Secretary

March 6, 2015

Deleted: [PROXY DATE]

Deleted: March 6, 2015

IMPORTANT NOTICE REGARDING THE INTERNET AVAILABILITY OF PROXY MATERIALS FOR THE SHAREHOLDER MEETING TO BE HELD ON APRIL 10, 2015.

Deleted: [MEETING DATE]

A copy of the Notice of Shareholder Meeting, the Proxy Statement (including the proposed Investment Advisory Agreement) and Proxy Voting Ballot are available at

Deleted: April

<http://www.proxyonline.com/docs/counterpoint.pdf>.

Deleted: [WEBSITE].

YOUR VOTE IS IMPORTANT

To assure your representation at the meeting, please complete the enclosed proxy and return it promptly in the accompanying envelope, by calling the number listed on your proxy card, or by faxing it to the number listed on your proxy card, or via internet as indicated in the voting instruction materials whether or not you expect to be present at the meeting. If you attend the meeting, you may revoke your proxy and vote your shares in person.

Counterpoint Tactical Income Fund

a series of

Northern Lights Fund Trust III
with its principal offices at
17605 Wright Street
Omaha, Nebraska 68130

PROXY STATEMENT

SPECIAL MEETING OF SHAREHOLDERS

To Be Held April 10, 2015

Deleted: [MEETING DATE]

INTRODUCTION

This Proxy Statement is furnished in connection with the solicitation of proxies by the Board of Trustees (the "Board" or the "Trustees") of the **Northern Lights Fund Trust III** (the "Trust") on behalf of **Counterpoint Tactical Income Fund** (the "Fund"), for use at a Special Meeting of Shareholders of the Trust (the "Meeting") to be held at the offices of the Trust's administrator, Gemini Fund Services, LLC, 80 Arkay Drive, Suite 110, Hauppauge, NY 11788, on April 10, 2015 at 10:00 a.m., Eastern time, and at any and all adjournments thereof. The Notice of Meeting, Proxy Statement, and accompanying form of proxy will be mailed to shareholders on or about March 6, 2015.

Deleted: [MEETING DATE]

Deleted: [PROXY DATE]

The Meeting has been called by the Board for the following purposes:

1. To approve a new Investment Advisory Agreement with Counterpoint Mutual Funds, LLC, the Fund's current adviser ("Counterpoint"). **No fee increase is proposed.**
2. To transact such other business as may properly come before the meeting or any adjournments or postponements thereof.

Only shareholders of record at the close of business on February 18, 2015 (the "Record Date") are entitled to notice of, and to vote at, the Meeting and any adjournments or postponements thereof.

Deleted: [

Deleted:]

A copy of the Fund's most recent annual report, including financial statements and schedules, is available at no charge by sending a written request to the Fund, 80 Arkay Drive, Suite 110, Hauppauge, NY 11788 or by calling 1-844-273-8637.

Deleted: [PHONE #]

PROPOSAL I

APPROVAL OF A NEW INVESTMENT ADVISORY AGREEMENT BETWEEN THE TRUST AND COUNTERPOINT MUTUAL FUNDS, LLC.

Background and Overview

The primary purpose of this proposal is to enable Counterpoint Mutual Funds, LLC (“Counterpoint”) to continue to serve as the investment adviser to the Fund. Counterpoint is currently co-owned by Michael Krause and John Koudsi, each of whom hold a 50% interest. Counterpoint has notified the Trust that it has agreed to add Daniel Krause, the brother of Mr. Krause, as a one third owner of Counterpoint (the “Transaction”), such that, upon the closing of the Transaction, each of Messrs. M. Krause, Koudsi and D. Krause would own a one-third interest of Counterpoint.

Deleted:

Under the Investment Company Act of 1940, as amended (the “1940 Act”), a transaction that results in the transfer, either directly or indirectly, of ownership of more than 25% of the voting interests of an investment adviser to a third-party is presumed to constitute a “change in control” of the adviser. The 1940 Act further states that a change in control of an investment adviser causes the adviser’s investment advisory agreement to be “assigned,” which results in the automatic termination of the agreement by the agreement’s terms as required by the 1940 Act. The Transaction, as described above, is presumed to constitute a “change in control” of Counterpoint for purposes of the 1940 Act and will cause the “assignment” and resulting termination of the current investment advisory agreement with Counterpoint (the “Current Agreement”).

In order for Counterpoint to continue to serve as the investment adviser to the Fund, the Trustees are requesting that shareholders approve a new investment advisory agreement with Counterpoint (the “New Agreement”). The Transaction is contingent upon the approval of the Fund’s shareholders of the New Agreement and will close on the date that the New Agreement is approved by shareholders. The Current Agreement was last approved by the Fund’s sole shareholder on December 4, 2014. This vote occurred in order to allow Counterpoint to act as investment adviser to the Fund.

Approval of the New Agreement will not raise the fees paid by the Fund or the Fund’s shareholders. Counterpoint has served as the Fund’s investment adviser since the Fund commenced operations on December 4, 2014. Counterpoint believes the Transaction will not result in any interruption or decrease in the quality of services provided by Counterpoint. The Fund’s current Portfolio Managers are Mr. M. Krause and Mr. Koudsi. Mr. M. Krause and Mr. Koudsi will continue to serve the Fund as Portfolio Managers after the Transaction. Mr. D. Krause, having previously served as the national sales director at Sierra Asset Management Inc., will use his experience to lead Counterpoint’s marketing and distribution efforts related to the Fund.

The New Agreement will be similar in all material respects to the Current Agreement, except that the date of its execution, effectiveness, and expiration are changed. The effective date of the New Agreement will be the date shareholders of the Fund approve the New Agreement.

At a meeting on February 3-4, 2015, the Board of Trustees approved the New Agreement subject to shareholder approval. The 1940 Act requires that investment advisory agreements such as the New Agreement be approved by a vote of a majority of the outstanding shares of the Fund. Therefore, shareholders are being asked to approve the proposed New Agreement with Counterpoint.

Deleted: a

The Advisory Agreements

Formatted: Keep with next

The Board of Trustees, including a majority of the Trustees who are not “interested persons,” as that term is defined in the 1940 Act, of the Trust or Counterpoint (“Independent Trustees”), originally approved the Current Agreement at a meeting on August 27-28, 2014. Under the terms of the Current Agreement and New Agreement, Counterpoint is entitled to receive an annual fee from the Fund equal to 1.25% of the Fund’s average daily net assets. For such compensation, Counterpoint, at its expense, continuously furnishes an investment program for the Fund, makes investment decisions on behalf of the Fund, and places all orders for the purchase and sale of portfolio securities, subject to the Fund’s investment objectives, policies, and restrictions and such policies as the Trustees may determine.

The New Agreement, like the Current Agreement, provides that it will continue in force for an initial period of two years, and from year to year thereafter, but only so long as its continuance is approved at least annually by (i) the Board or (ii) a vote of a majority of the outstanding voting securities of the Fund, provided that in either event continuance is also approved by a majority of the Independent Trustees, by a vote cast in person at a meeting called for the purpose of voting such approval. The New Agreement, like the Current Agreement, automatically terminates on assignment and is terminable on 60 days’ notice by the Fund. In addition, the New Agreement, like the Current Agreement, may be terminated upon 60 days’ notice by Counterpoint given to the Fund. The New Agreement, like the Current Agreement, provides that Counterpoint shall not be subject to any liability in connection with the performance of its services thereunder in the absence of willful misfeasance, bad faith, gross negligence or reckless disregard of its obligations and duties.

Counterpoint has contractually agreed to reduce its fees and to reimburse expenses (the “Expense Limitation Agreement”), at least until January 31, 2017, to ensure that total annual fund operating expenses after fee waiver and reimbursement (exclusive of any front-end or contingent deferred loads, brokerage fees and commissions, acquired fund fees and expenses, borrowing costs (such as interest and dividend expense on securities sold short), taxes, and extraordinary expenses, such as litigation expenses) would not exceed 2.00%, 2.75% and 1.75% of average daily net assets attributable to the Fund’s Class A, Class C, and Class I shares, respectively. The Expense Limitation Agreement also provides that fee waivers and expense reimbursements are subject to possible recoupment from the Fund in future years on a rolling three year basis (within the three fiscal years after the fees have been waived or reimbursed) if such recoupment can be achieved within the expense limits. The Expense Limitation Agreement will remain in effect if the New Agreement is approved.

Deleted: [

Deleted:]

Subject to shareholder approval, the Trust will enter into the New Agreement with Counterpoint. If the New Agreement with Counterpoint is not approved by shareholders, the Board of Trustees and Counterpoint will consider other options, including a new or modified request for shareholder approval of a new investment advisory.

The New Agreement is attached as Exhibit A. You should read the New Agreement. The description in this Proxy Statement of the New Agreement is only a summary.

Information Concerning Counterpoint

Counterpoint is a California limited liability company located at 12707 High Bluff Drive, Suite #200 San Diego, CA 92130. The names, addresses, and principal occupations of the principal executive officers and shareholders of Counterpoint as of the date of this Proxy Statement are set forth below:

Name and Address*:	Principal Occupation:
Michael Krause	Managing Member, Chief Operating Officer, and Chief Compliance Officer of Counterpoint (Since June 2014)
John Koudsi	Managing Member and Chief Strategic Officer of Counterpoint (Since June 2014)
Daniel Krause	Managing Member** and Chief Marketing Officer of Counterpoint (Since February 2015)

* Each officer's address is in care of Counterpoint, 12707 High Bluff Drive, Suite #200 San Diego, CA 92130.

** Daniel Krause's status as Managing Member is pending shareholder approval of the New Agreement.

The Fund commenced operations on December 4, 2014 and does not yet have a full fiscal year of advisory fees paid to Counterpoint. Counterpoint does not serve as investment adviser to any other mutual fund. No Trustee had any material interest in any transactions in which Counterpoint or any of its affiliates was a party since the Fund's inception, nor does any Trustee hold any material interest in Counterpoint.

Evaluation by the Board of Trustees

The New Agreement was approved by the majority of the Board at an in-person meeting held on February 3-4, 2015. The Board reviewed materials provided by Counterpoint in advance of the meeting regarding the advisory firm and the New Advisory Agreement. The Trustees noted they had recently reviewed and approved the Prior Agreement with Counterpoint at the August 2014 meeting and reviewed their deliberations from that meeting. The Trustees were assisted by independent legal counsel throughout the New Agreement review process.

The Board relied upon the advice of independent legal counsel and their own business judgment in determining the material factors to be considered in evaluating the New Agreement and the weight to be given to each such factor. The conclusions reached by the Trustees were based on a comprehensive evaluation of all of the information provided and were not the result of any one factor. Moreover, each Trustee may have afforded different weight to the various factors in reaching their conclusions with respect to the New Agreement.

Nature, Extent & Quality of Service. The Board noted that Counterpoint is an investment adviser founded in May 2014 to provide advisory services to the Fund. The Board reviewed the background information of the key investment personnel responsible for servicing the Fund and noted that the original managing members have over 15 years of financial industry experience with quantitative strategy design, implementation, and the creation of financial solutions for small business owners. The Trustees further noted that the proposed new co-owner has extensive experience in wholesaling, distribution and marketing of mutual funds. The Board expressed satisfaction with the investment personnel's education, knowledge of modern portfolio theory, as well as career accomplishments. The Board reviewed Counterpoint's investment process, noting that Counterpoint manages the portfolio utilizing a proprietary quantitative strategy by buying and selling high yield bond and low duration treasury mutual funds and ETFs in specific asset classes as directed by the model's signals. The Board took note that the portfolio managers analyze the available security choices within the selected asset classes to determine the investment that will best optimize performance on a risk adjusted basis. The Board noted that the investment team regularly monitors the portfolio's economic fundamentals to determine the duration of the investments and level of credit quality exposures. With the understanding that not all strategy risks can be eliminated, the Board agreed that Counterpoint adequately demonstrated that it understands risk management by addressing model risk, asset class allocation risk, and instrument risk through its plans to mitigate these risks with a hedging strategy that uses credit default swaps and interest rate futures. The Board reviewed Counterpoint's best execution practices and was satisfied with its approach of

Formatted: Keep with next

Formatted: Keep with next

Formatted: Keep with next

Deleted:

periodically reviewing its broker-dealers to ensure that they provide the a combination of competitive pricing and best trade execution. The Board noted its satisfaction that Counterpoint has hired an outside compliance consultant to provide additional compliance expertise and support. The Board noted that, although Counterpoint has only been in operation for less than one year, there have been no compliance issues reported. The Board recognized that Counterpoint's principals appear to be committed to the venture and that the new co-owner will provide Counterpoint with additional expertise and concluded that Counterpoint has the potential to provide high quality service to the Fund and its future shareholders.

Performance. The Board noted that the Fund had only been in operation since early December 2014 and that there was not sufficient Fund performance information at this time. The Board reviewed the results of the Core Financial Model Portfolio ("Core Financial"), a tactical strategy controlled by one of Counterpoint's principals that, though not identical to Counterpoint's strategy, has a similar conservative goal of protecting principal. The Board observed that Core Financial outperformed its benchmark, the Dow Jones Conservative Global Risk Index, for both the one year period and since its inception in 2010. The Board acknowledged the performance shown indicated that the strategy employed by Core Financial appears to work as intended. The Board concluded that, although past performance is not a guarantee of future performance, Counterpoint has the potential to deliver reasonable performance for the benefit of the Fund and its shareholders.

Fees & Expenses. The Board considered that Counterpoint's annual management fee under the New Agreement was 1.25%, which was lower than the peer group average, higher than the Morningstar category average and within the high/low ranges of both. The Board observed that the Fund's expected expense ratio, including acquired fund fees and expenses, was higher than both the peer group average and Morningstar average but within the range of both. The Board further noted that Counterpoint expects the expense ratio to fall as the Fund's assets grow. The Board concluded that, in consideration that the Fund will be actively managed and tactical in nature, the proposed management fee is reasonable.

Economies of Scale. The Board discussed the anticipated size of the Fund and its prospects for growth. The Trustees concluded that based on the anticipated size of the Fund, meaningful economies justifying breakpoints will not likely be realized during the initial term of the agreement and long term projections were speculative. The Board noted that Counterpoint's representatives agreed to evaluate the implementation of breakpoints as the Fund grows and Counterpoint achieves economies of scale. The Board agreed to monitor and readdress the issue at the appropriate time.

Profitability. The Board considered the anticipated profits to be realized by Counterpoint in connection with the operation of the Fund and whether the amount of profit is a fair entrepreneurial profit for the management of the Fund. The Trustees noted that Counterpoint anticipates a modest loss from its relationship with the Fund during the initial year of the New Agreement and further noted that the profitability analysis was conservative in nature, as it did not include certain expenses it may incur in managing the Fund. The Board was satisfied that Counterpoint's anticipated profitability level associated with its relationship with the Fund was not excessive.

Conclusion. Having requested and received such information from Counterpoint as the Board believed to be reasonably necessary to evaluate the terms of the New Agreement, and as assisted by the advice of independent counsel, the Board, including the Independent Trustees, concluded that the advisory fee structure was reasonable and that approval of the New Agreement was in the best interests of the Trust and the shareholders of the Fund.

The Board of Trustees of the Trust, consisting entire of Independent Trustees, recommends that shareholders of the Fund vote "FOR" approval of the New Agreement.

OTHER INFORMATION

Formatted: Keep with next

The Fund is a diversified series of the Northern Lights Fund Trust III, an open-end investment management company organized as a Delaware statutory trust and formed by an Agreement and Declaration of Trust on December 5, 2011. The Trust's principal executive offices are located at 17605 Wright Street, Suite 2, Omaha, Nebraska 68130. The Board of Trustees supervises the business activities of the Fund. Like other mutual funds, the Fund retains various organizations to perform specialized services. The Fund currently retains Counterpoint as investment advisor. Northern Lights Distributors, LLC, located at 17605 Wright Street, Omaha, Nebraska 68130, serves as principal underwriter and distributor of the Fund. Gemini Fund Services, LLC, with principal offices located at 17605 Wright Street, Suite 2, Omaha, Nebraska 68130, provides the Fund with transfer agent, accounting, compliance, and administrative services.

THE PROXY

The Board solicits proxies so that each shareholder has the opportunity to vote on the proposal to be considered at the Meeting. A proxy for voting your shares at the Meeting is enclosed. The shares represented by each valid proxy received in time will be voted at the meeting as specified. If no specification is made, the shares represented by a duly executed proxy will be voted for approval of the proposed New Agreement and at the discretion of the holders of the proxy on any other matter that may come before the meeting that the Trust did not have notice of a reasonable time prior to the mailing of this Proxy Statement. You may revoke your proxy at any time before it is exercised by (1) submitting a duly executed proxy bearing a later date, (2) submitting a written notice to the President of the Trust revoking the proxy, or (3) attending and voting in person at the Meeting.

Deleted:

VOTING SECURITIES AND VOTING

As of the Record Date, there were 1,909,594.80 shares of beneficial interest of the Fund issued and outstanding.

Deleted: []

All shareholders of record of the Fund on the Record Date are entitled to vote at the Meeting on Proposal I. Each shareholder is entitled to one (1) vote per share held, and fractional votes for fractional shares held, on any matter submitted to a vote at the Meeting.

An affirmative vote of the holders of a majority of the outstanding shares of the Fund is required for the approval of Proposal I. As defined in the 1940 Act, a vote of the holders of a majority of the outstanding shares of the Fund means the vote of (1) 67% or more of the voting shares of the Fund present at the meeting, if the holders of more than 50% of the outstanding shares of the Fund are present in person or represented by proxy, or (2) more than 50% of the outstanding voting shares of the Fund, whichever is less.

Broker non-votes and abstentions will be considered present for purposes of determining the existence of a quorum and the number of shares of the Fund represented at the meeting, but they are not affirmative votes for any proposal. As a result, with respect to approval of the Proposal I, non-votes and abstentions will have the same effect as a vote against the proposal because the required vote is a percentage of the shares present or outstanding.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN BENEFICIAL OWNERS

As of the Record Date, the following shareholders of record owned 5% or more of the outstanding shares of the Fund:

Name & Address	Shares	Percentage of Class
<u>Class A Shares</u>		
<u>Charles Schwab & Co.</u>	<u>74,834,835</u>	<u>99.99%</u>
<u>211 Main Street</u>		
<u>San Francisco, CA 94105</u>		
<u>Class C Shares</u>		
<u>Krause, Michael</u>	<u>10,000</u>	<u>100.00%</u>
<u>9012 Buckwheat Street</u>		
<u>San Diego, CA 92130</u>		
<u>Class I Shares</u>		
<u>Charles Schwab & Co.</u>	<u>504,402,403</u>	<u>27.76%</u>
<u>211 Main Street</u>		
<u>San Francisco, CA 94105</u>		

Shareholders owning more than 25% of the outstanding shares of the Fund are considered to “control” the Fund, as that term is defined under the 1940 Act. Persons controlling the Fund can determine the outcome of any proposal submitted to the shareholders for approval.

As a group, the Trustees and officers of the Trust owned less than 1% of the outstanding shares of the Fund as of the Record Date.

SHAREHOLDER PROPOSALS

The Trust has not received any shareholder proposals to be considered for presentation at the Meeting. Under the proxy rules of the Securities & Exchange Commission, shareholder proposals may, under certain conditions, be included in the Trust’s Proxy Statement and proxy for a particular meeting. Under these rules, proposals submitted for inclusion in the Trust’s proxy materials must be received by the Trust within a reasonable time before the solicitation is made. The fact that the Trust receives a shareholder proposal in a timely manner does not ensure its inclusion in its proxy materials, because there are other requirements in the proxy rules relating to such inclusion. You should be aware that annual meetings of shareholders are not required as long as there is no particular requirement under the 1940 Act, which must be met by convening such a shareholder meeting. Any shareholder proposal should be sent to Eric Kane, Esq., Secretary, Northern Lights Fund Trust III, 80 Arkay Drive, Suite 110, Hauppauge, NY 11788.

COST OF SOLICITATION

The Board of Trustees is making this solicitation of proxies. The Trust has engaged AST Fund Solutions, LLC, a proxy solicitation firm, to assist in the solicitation. The estimated fees anticipated to be paid to AST Fund Solutions, LLC are approximately \$3,500. The cost of preparing and mailing this Proxy Statement, the accompanying Notice of Special Meeting and proxy and any additional materials relating to the meeting and the cost of soliciting proxies will be borne by Counterpoint. In addition to solicitation by mail, the Trust will request banks, brokers and other custodial nominees and fiduciaries, to supply proxy

Deleted: [

Deleted: To the best knowledge of the Trust, there were no shareholders of record that owned 5% or more of the outstanding shares of the Fund on the Record Date.

Deleted:]

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Deleted: Fund

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Formatted: Font: (Default) +Headings (Times New Roman), 11 pt

Deleted: [INSERT BENEFICIAL OWNER INFORMATION]

Deleted: []

Deleted: the

Deleted: solicitation

Deleted: []

Deleted:

Deleted: [\$].

materials to the respective beneficial owners of shares of the Fund of whom they have knowledge, and Counterpoint will reimburse them for their expenses in so doing. Certain officers, employees and agents of the Trust and the Adviser may solicit proxies in person or by telephone, facsimile transmission, or mail, for which they will not receive any special compensation.

OTHER MATTERS

The Trust's Board of Trustees knows of no other matters to be presented at the Meeting other than as set forth above. If any other matters properly come before the meeting that the Trust did not have notice of a reasonable time prior to the mailing of this Proxy Statement, the holders of the proxy will vote the shares represented by the proxy on such matters in accordance with their best judgment, and discretionary authority to do so is included in the proxy.

PROXY DELIVERY

If you and another shareholder share the same address, the Trust may only send one Proxy Statement unless you or the other shareholder(s) request otherwise. Call or write to the Trust if you wish to receive a separate copy of the Proxy Statement, and the Trust will promptly mail a copy to you. You may also call or write to the Trust if you wish to receive a separate proxy in the future or if you are receiving multiple copies now and wish to receive a single copy in the future. For such requests, call the Trust at 1-844-273-8637, or write the Trust at 80 Arkay Drive, Suite 110, Hauppauge, NY 11788.

Deleted: [PHONE #]

Important Notice Regarding the Availability of Proxy materials for the Shareholder Meeting to be Held on April 10, 2015

Deleted: [MEETING DATE]

A copy of the Notice of Shareholder Meeting, the Proxy Statement, and Proxy Card are available at <http://www.proxvonline.com/docs/counterpoint.pdf>.

Deleted: [WEBSITE].

BY ORDER OF THE BOARD OF TRUSTEES

Eric Kane, Esq., Secretary

Dated: March 6, 2015

Deleted: [PROXY DATE]

If you have any questions before you vote, please call our proxy information line at (877) 297-1747. Representatives are available Monday through Friday 9 a.m. to 10 p.m., Eastern Time to answer your questions about the proxy material or about how to cast your vote. You may also receive a telephone call reminding you to vote your shares. Thank you for your participation in this important initiative.

Deleted: [PHONE #].

PLEASE DATE AND SIGN THE ENCLOSED PROXY AND RETURN IT PROMPTLY IN THE ENCLOSED REPLY ENVELOPE, FAX YOUR PROXY CARD TO THE NUMBER LISTED ON YOUR PROXY CARD OR VOTE YOUR SHARES ONLINE AT THE WEBSITE LISTED.

Schedule A

**INVESTMENT ADVISORY AGREEMENT
Between
NORTHERN LIGHTS FUND TRUST III
and
COUNTERPOINT MUTUAL FUNDS, LLC**

This AGREEMENT is made as of [] between NORTHERN LIGHTS FUND TRUST III, a Delaware statutory trust (the "Trust"), and Counterpoint Mutual Funds, LLC, a California limited liability company (the "Adviser") located at 12707 High Bluff Drive, Suite 200, San Diego, CA 92130 .

RECITALS:

WHEREAS, the Trust is an open-end management investment company and is registered as such under the Investment Company Act of 1940, as amended (the "Act");

WHEREAS, the Trust is authorized to issue shares of beneficial interest in separate series, each having its own investment objective or objectives, policies and limitations;

WHEREAS, the Trust offers shares in the series named on Appendix A hereto (such series, together with all other series subsequently established by the Trust and made subject to this Agreement in accordance with Section 1.3, being herein referred to as a "Fund," and collectively as the "Funds");

WHEREAS, the Adviser is or soon will be registered as an investment adviser under the Investment Advisers Act of 1940; and

WHEREAS, the Trust desires to retain the Adviser to render investment advisory services to the Trust with respect to the Fund in the manner and on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services of the Adviser.

1.1 Investment Advisory Services. The Adviser shall act as the investment adviser to the Fund and, as such, shall (i) obtain and evaluate such information relating to the economy, industries, business, securities markets and securities as it may deem necessary or useful in discharging its responsibilities hereunder, (ii) formulate a continuing program for the investment of the assets of the Fund in a manner consistent with its investment objective(s), policies and restrictions, and (iii) determine from time to time securities to be purchased, sold, retained or lent by the Fund, and implement those decisions, including the selection of entities with or through which such purchases, sales or loans are to be effected; provided, that the Adviser will place orders pursuant to its investment determinations either directly with the issuer or with a broker or dealer, and if with a broker or dealer, (a) will attempt to obtain the best price and execution of its orders, and (b) may nevertheless in its discretion purchase and sell portfolio securities from and to brokers who provide the Adviser with research, analysis, advice and similar services and pay such brokers in return a higher commission than may be charged by other brokers.

The Trust hereby authorizes any entity or person associated with the Adviser or any sub-adviser retained by the Adviser pursuant to Section 9 of this Agreement, which is a member of a national securities exchange, to effect any transaction on the exchange for the account of the Trust which is permitted by Section 11(a) of the Securities Exchange Act of 1934 and Rule 11a2-2(T) thereunder, and the Trust hereby consents to the retention of compensation for such transactions in accordance with Rule 11a2-2(T)(a)(2)(iv) provided the transaction complies with the Trust's Rule 17e-1 policies and procedures.

The Adviser shall carry out its duties with respect to the Fund's investments in accordance with applicable law and the investment objectives, policies and restrictions set forth in the Fund's then-current Prospectus and Statement of Additional Information, and subject to such further limitations as the Trust may from time to time impose by written notice to the Adviser.

1.2 Administrative Services. The Trust has engaged the services of an administrator. The Adviser shall provide such additional administrative services as reasonably requested by the Board of Trustees or officers of the Trust; provided, that the Adviser shall not have any obligation to provide under this Agreement any direct or indirect services to Trust shareholders, any

services related to the distribution of Trust shares, or any other services which are the subject of a separate agreement or arrangement between the Trust and the Adviser. Subject to the foregoing, in providing administrative services hereunder, the Adviser shall:

1.2.1 Office Space, Equipment and Facilities. Provide such office space, office equipment and office facilities as are adequate to fulfill the Adviser's obligations hereunder.

1.2.2 Personnel. Provide, without remuneration from or other cost to the Trust, the services of individuals competent to perform the administrative functions which are not performed by employees or other agents engaged by the Trust or by the Adviser acting in some other capacity pursuant to a separate agreement or arrangement with the Trust.

1.2.3 Agents. Assist the Trust in selecting and coordinating the activities of the other agents engaged by the Trust, including the Trust's shareholder servicing agent, custodian, administrator, independent auditors and legal counsel.

1.2.4 Trustees and Officers. Authorize and permit the Adviser's directors, officers and employees who may be elected or appointed as Trustees or officers of the Trust to serve in such capacities, without remuneration from or other cost to the Trust.

1.2.5 Books and Records. Assure that all financial, accounting and other records required to be maintained and preserved by the Adviser on behalf of the Trust are maintained and preserved by it in accordance with applicable laws and regulations.

1.2.6 Reports and Filings. Assist in the preparation of (but not pay for) all periodic reports by the Fund to its shareholders and all reports and filings required to maintain the registration and qualification of the Fund and Fund shares, or to meet other regulatory or tax requirements applicable to the Fund, under federal and state securities and tax laws.

1.3 Additional Series. In the event that the Trust establishes one or more series after the effectiveness of this Agreement ("Additional Series"), Appendix A to this Agreement may be amended to make such Additional Series subject to this Agreement upon the approval of the Board of Trustees of the Trust and the shareholder(s) of the Additional Series, in accordance with the provisions of the Act. The Trust or the Adviser may elect not to make any such series subject to this Agreement.

1.4 Change in Management or Control. The Adviser shall provide at least sixty (60) days' prior written notice to the Trust of any change in the ownership or management of the Adviser, or any event or action that may constitute a change in "control," as that term is defined in Section 2 of the Act. The Adviser shall provide prompt notice of any change in the portfolio manager(s) responsible for the day-to-day management of the Fund.

2. Expenses of the Fund.

2.1 Expenses to be Paid by Adviser. The Adviser shall pay all salaries, expenses and fees of the officers, Trustees and employees of the Trust who are officers, directors, members or employees of the Adviser.

In the event that the Adviser pays or assumes any expenses of the Trust not required to be paid or assumed by the Adviser under this Agreement, the Adviser shall not be obligated hereby to pay or assume the same or any similar expense in the future; provided, that nothing herein contained shall be deemed to relieve the Adviser of any obligation to the Fund under any separate agreement or arrangement between the parties.

2.2 Expenses to be Paid by the Fund. The Fund shall bear all expenses of its operation, except those specifically allocated to the Adviser under this Agreement or under any separate agreement between the Trust and the Adviser. Subject to any separate agreement or arrangement between the Trust and the Adviser, the expenses hereby allocated to the Fund, and not to the Adviser, include but are not limited to:

2.2.1 Custody. All charges of depositories, custodians, and other agents for the transfer, receipt, safekeeping, and servicing of the Fund's cash, securities, and other property.

2.2.2 Shareholder Servicing. All expenses of maintaining and servicing shareholder accounts, including but not limited to the charges of any shareholder servicing agent, dividend disbursing agent, transfer agent or other agent engaged by the Trust to service shareholder accounts.

2.2.3 Shareholder Reports. All expenses of preparing, setting in type, printing and distributing reports and other communications to shareholders.

2.2.4 Prospectuses. All expenses of preparing, converting to EDGAR format, filing with the Securities and Exchange Commission or other appropriate regulatory body, setting in type, printing and mailing annual or more frequent revisions of the Fund's Prospectus and Statement of Additional Information and any supplements thereto and of supplying them to shareholders.

2.2.5 Pricing and Portfolio Valuation. All expenses of computing the Fund's net asset value per share, including any equipment or services obtained for the purpose of pricing shares or valuing the Fund's investment portfolio.

2.2.6 Communications. All charges for equipment or services used for communications between the Adviser or the Trust and any custodian, shareholder servicing agent, portfolio accounting services agent, or other agent engaged by the Trust.

2.2.7 Legal and Accounting Fees. All charges for services and expenses of the Trust's legal counsel and independent accountants.

2.2.8 Trustees' Fees and Expenses. All compensation of Trustees other than those affiliated with the Adviser, all expenses incurred in connection with such unaffiliated Trustees' services as Trustees, and all other expenses of meetings of the Trustees and committees of the Trustees.

2.2.9 Shareholder Meetings. All expenses incidental to holding meetings of shareholders, including the printing of notices and proxy materials, and proxy solicitations therefor.

2.2.10 Federal Registration Fees. All fees and expenses of registering and maintaining the registration of the Fund under the Act and the registration of the Fund's shares under the Securities Act of 1933 (the "1933 Act"), including all fees and expenses incurred in connection with the preparation, converting to EDGAR format, setting in type, printing, and filing of any Registration Statement, Prospectus and Statement of Additional Information under the 1933 Act or the Act, and any amendments or supplements that may be made from time to time.

2.2.11 State Registration Fees. All fees and expenses of taking required action to permit the offer and sale of the Fund's shares under securities laws of various states or jurisdictions, and of registration and qualification of the Fund under all other laws applicable to the Trust or its business activities (including registering the Trust as a broker-dealer, or any officer of the Trust or any person as agent or salesperson of the Trust in any state).

2.2.12 Confirmations. All expenses incurred in connection with the issue and transfer of Fund shares, including the expenses of confirming all share transactions.

2.2.13 Bonding and Insurance. All expenses of bond, liability, and other insurance coverage required by law or regulation or deemed advisable by the Trustees of the Trust, including, without limitation, such bond, liability and other insurance expenses that may from time to time be allocated to the Fund in a manner approved by its Trustees.

2.2.14 Brokerage Commissions. All brokers' commissions and other charges incident to the purchase, sale or lending of the Fund's portfolio securities.

2.2.15 Taxes. All taxes or governmental fees payable by or with respect to the Fund to federal, state or other governmental agencies, domestic or foreign, including stamp or other transfer taxes.

2.2.16 Trade Association Fees. All fees, dues and other expenses incurred in connection with the Trust's membership in any trade association or other investment organization.

2.2.18 Compliance Fees. All charges for services and expenses of the Trust's Chief Compliance Officer.

2.2.19 Nonrecurring and Extraordinary Expenses. Such nonrecurring and extraordinary expenses as may arise including the costs of actions, suits, or proceedings to which the Trust is a party and the expenses the Trust may incur as a result of its legal obligation to provide indemnification to its officers, Trustees and agents.

3. Advisory Fee.

As compensation for all services rendered, facilities provided and expenses paid or assumed by the Adviser under this Agreement, the Fund shall pay the Adviser on the last day of each month, or as promptly as possible thereafter, a fee calculated by applying a monthly rate, based on an annual percentage rate, to the Fund's average daily net assets for the month. The annual percentage rate applicable to the Fund is set forth in Appendix A to this Agreement, as it may be amended from time to time in accordance with Section 1.3 of this Agreement. If this Agreement shall be effective for only a portion of a month with respect to a Fund, the aforesaid fee shall be prorated for the portion of such month during which this Agreement is in effect for the Fund.

4. Proxy Voting.

The Adviser will vote, or make arrangements to have voted, all proxies solicited by or with respect to the issuers of securities in which assets of a Fund may be invested from time to time. Such proxies will be voted in a manner that you deem, in good faith, to be in the best interest of the Fund and in accordance with your proxy voting policy. You agree to provide a copy of your proxy voting policy to the Trust prior to the execution of this Agreement, and any amendments thereto promptly.

5. Records.

5.1 Tax Treatment. Both the Adviser and the Trust shall maintain, or arrange for others to maintain, the books and records of the Trust in such a manner that treats the Fund as a separate entity for federal income tax purposes.

5.2 Ownership. All records required to be maintained and preserved by the Trust pursuant to the provisions or rules or regulations of the Securities and Exchange Commission under Section 31(a) of the Act and maintained and preserved by the Adviser on behalf of the Trust are the property of the Trust and shall be surrendered by the Adviser promptly on request by the Trust; provided, that the Adviser may at its own expense make and retain copies of any such records.

6. Reports to Adviser.

The Trust shall furnish or otherwise make available to the Adviser such copies of the Fund's Prospectus, Statement of Additional Information, financial statements, proxy statements, reports and other information relating to its business and affairs as the Adviser may, at any time or from time to time, reasonably require in order to discharge its obligations under this Agreement.

7. Reports to the Trust.

The Adviser shall prepare and furnish to the Trust such reports, statistical data and other information in such form and at such intervals as the Trust may reasonably request.

8. Code of Ethics.

The Adviser has adopted a written code of ethics complying with the requirements of Rule 17j-1 under the Act and will provide the Trust with a copy of the code and evidence of its adoption. The Adviser will provide to the Board of Trustees of the Trust at least annually a written report that describes any issues arising under the code of ethics since the last report to the Board of Trustees, including, but not limited to, information about material violations of the code and sanctions imposed in response to the material violations; and which certifies that the Adviser has adopted procedures reasonably necessary to prevent "access persons" (as that term is defined in Rule 17j-1) from violating the code.

9. Retention of Sub-Adviser.

Subject to the Trust's obtaining the initial and periodic approvals required under Section 15 of the Act, the Adviser may retain one or more sub-advisers, at the Adviser's own cost and expense, for the purpose of managing the investments of the assets of one or more Funds of the Trust. Retention of one or more sub-advisers shall in no way reduce the responsibilities or obligations of the Adviser under this Agreement and the Adviser shall, subject to Section 11 of this Agreement, be responsible to the Trust for all acts or omissions of any sub-adviser in connection with the performance of the Adviser's duties hereunder.

10. Services to Other Clients.

Nothing herein contained shall limit the freedom of the Adviser or any affiliated person of the Adviser to render investment management and administrative services to other investment companies, to act as investment adviser or investment counselor to other persons, firms or corporations, or to engage in other business activities.

11. Limitation of Liability of Adviser and its Personnel.

Neither the Adviser nor any director, manager, officer or employee of the Adviser performing services for the Trust at the direction or request of the Adviser in connection with the Adviser's discharge of its obligations hereunder shall be liable for any error of judgment or mistake of law or for any loss suffered by the Trust in connection with any matter to which this Agreement relates, and the Adviser shall not be responsible for any action of the Trustees of the Trust in following or declining to follow any advice or recommendation of the Adviser or any sub-adviser retained by the Adviser pursuant to Section 9 of this Agreement; PROVIDED, that nothing herein contained shall be construed (i) to protect the Adviser against any liability to the Trust or its shareholders to which the Adviser would otherwise be subject by reason of willful misfeasance, bad faith, or gross negligence in the performance of the Adviser's duties, or by reason of the Adviser's reckless disregard of its obligations and

duties under this Agreement, or (ii) to protect any director, manager, officer or employee of the Adviser who is or was a Trustee or officer of the Trust against any liability of the Trust or its shareholders to which such person would otherwise be subject by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of such person's office with the Trust.

12. Effect of Agreement.

Nothing herein contained shall be deemed to require to the Trust to take any action contrary to its Declaration of Trust or its By-Laws or any applicable law, regulation or order to which it is subject or by which it is bound, or to relieve or deprive the Trustees of the Trust of their responsibility for and control of the conduct of the business and affairs of the Trust.

13. Term of Agreement.

With respect to the Fund, the term of this Agreement shall begin as of the date and year upon which the Fund commences investment operations, and unless sooner terminated as hereinafter provided, this Agreement shall remain in effect for a period of two years. Thereafter, this Agreement shall continue in effect with respect to the Fund from year to year, subject to the termination provisions and all other terms and conditions hereof; PROVIDED, such continuance with respect to a Fund is approved at least annually by vote of the holders of a majority of the outstanding voting securities of the Fund or by the Trustees of the Trust; PROVIDED, that in either event such continuance is also approved annually by the vote, cast in person at a meeting called for the purpose of voting on such approval, of a majority of the Trustees of the Trust who are not parties to this Agreement or interested persons of either party hereto. The Adviser shall furnish to the Trust, promptly upon its request, such information as may reasonably be necessary to evaluate the terms of this Agreement or any extension, renewal or amendment thereof.

14. Amendment or Assignment of Agreement.

Any amendment to this Agreement shall be in writing signed by the parties hereto; PROVIDED, that no such amendment shall be effective unless authorized (i) by resolution of the Trustees of the Trust, including the vote or written consent of a majority of the Trustees of the Trust who are not parties to this Agreement or interested persons of either party hereto, and (ii) by vote of a majority of the outstanding voting securities of the Fund affected by such amendment if required by applicable law. This Agreement shall terminate automatically and immediately in the event of its assignment.

15. Termination of Agreement.

This Agreement may be terminated as to any Fund at any time by either party hereto, without the payment of any penalty, upon sixty (60) days' prior written notice to the other party; PROVIDED, that in the case of termination by any Fund, such action shall have been authorized (i) by resolution of the Trust's Board of Trustees, including the vote or written consent of Trustees of the Trust who are not parties to this Agreement or interested persons of either party hereto, or (ii) by vote of majority of the outstanding voting securities of the Fund.

16. Use of Name.

The Trust is named the Northern Lights Fund Trust III and each Fund may be identified, in part, by the name "Northern Lights."

17. Declaration of Trust.

The Adviser is hereby expressly put on notice of the limitation of shareholder liability as set forth in the Trust's Declaration of Trust and agrees that the obligations assumed by the Trust or a Fund, as the case may be, pursuant to this Agreement shall be limited in all cases to the Trust or a Fund, as the case may be, and its assets, and the Adviser shall not seek satisfaction of any such obligation from the shareholders or any shareholder of the Trust. In addition, the Adviser shall not seek satisfaction of any such obligations from the Trustees or any individual Trustee. The Adviser understands that the rights and obligations of any Fund under the Declaration of Trust are separate and distinct from those of any and all other Funds. The Adviser further understands and agrees that no Fund of the Trust shall be liable for any claims against any other Fund of the Trust and that the Adviser must look solely to the assets of the pertinent Fund of the Trust for the enforcement or satisfaction of any claims against the Trust with respect to that Fund.

18. Confidentiality.

The Adviser agrees to treat all records and other information relating to the Trust and the securities holdings of the Fund as confidential and shall not disclose any such records or information to any other person unless (i) the Board of Trustees of the Trust has approved the disclosure or (ii) such disclosure is compelled by law. In addition, the Adviser and the Adviser's officers, directors, members and employees are prohibited from receiving compensation or other consideration, for themselves or on

behalf of a Fund, as a result of disclosing the Fund's portfolio holdings. The Adviser agrees that, consistent with the Adviser's Code of Ethics, neither the Adviser nor the Adviser's officers, directors, members or employees may engage in personal securities transactions based on nonpublic information about a Fund's portfolio holdings.

19. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

20. Interpretation and Definition of Terms.

Any question of interpretation of any term or provision of this Agreement having a counterpart in or otherwise derived from a term or provision of the Act shall be resolved by reference to such term or provision of the Act and to interpretation thereof, if any, by the United States courts, or, in the absence of any controlling decision of any such court, by rules, regulations or orders of the Securities and Exchange Commission validly issued pursuant to the Act. Specifically, the terms "vote of a majority of the outstanding voting securities," "interested persons," "assignment" and "affiliated person," as used in this Agreement shall have the meanings assigned to them by Section 2(a) of the Act. In addition, when the effect of a requirement of the Act reflected in any provision of this Agreement is modified, interpreted or relaxed by a rule, regulation or order of the Securities and Exchange Commission, whether of special or of general application, such provision shall be deemed to incorporate the effect of such rule, regulation or order.

21. Captions.

The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

22. Execution in Counterparts.

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date and year first above written.

NORTHERN LIGHTS FUND TRUST III

By: _____
Name:

Title:

Counterpoint Mutual Funds, LLC

By: / _____

Name:
Title:

NORTHERN LIGHTS FUND TRUST III
INVESTMENT ADVISORY AGREEMENT

APPENDIX A

FUNDS OF THE TRUST

NAME OF FUND	ANNUAL ADVISORY FEE AS A % OF AVERAGE NET ASSETS OF THE FUND
Counterpoint Tactical Income Fund	1.25%

PROXY CARD

COUNTERPOINT TACTICAL INCOME FUND
a series of the Northern Lights Fund Trust III
PROXY FOR A SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON April 10, 2015

The undersigned, revoking previous proxies, if any, with respect to the shares described below, hereby appoints Andrew Rogers, Kevin E. Wolf and James P. Ash each the attorney, agent, and proxy of the undersigned, with full power of substitution, to vote at the Special Meeting of Shareholders (the "Meeting") of Northern Lights Fund Trust III (the "Trust") to be held at the offices of the Trust's administrator, 80 Arkay Drive, Suite 110, Hauppauge, NY 11788 on April 10, 2015, 2014 at 10:00 a.m., Eastern time, and at any and all adjournments thereof.

THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF TRUSTEES, AND MAY BE REVOKED PRIOR TO ITS EXERCISE BY FILING WITH THE SECRETARY OF THE COMPANY AN INSTRUMENT REVOKING THIS PROXY OR A DULY EXECUTED PROXY BEARING A LATER DATE, OR BY APPEARING IN-PERSON AND VOTING AT THE MEETING.

YOUR SIGNATURE IS REQUIRED FOR YOUR VOTE TO BE COUNTED. The undersigned acknowledges receipt with this Proxy Statement of the Board of Trustees. Your signature(s) on this should be exactly as your name(s) appear on this Proxy. If the shares are held jointly, each holder should sign this Proxy. Attorneys-in-fact, executors, administrators, trustees or guardians should indicate the full title and capacity in which they are signing.

Signature

Date

Signature (if held jointly)

Date

Title if a corporation, partnership or other entity

▲ FOLD HERE - PLEASE DO NOT TEAR ▲

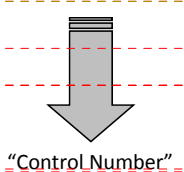
YOUR VOTE IS IMPORTANT, NO MATTER HOW MANY SHARES YOU OWN. THE MATTER WE ARE SUBMITTING FOR YOUR CONSIDERATION IS SIGNIFICANT TO THE FUND AND TO YOU AS A FUND SHAREHOLDER. PLEASE TAKE THE TIME TO READ THE PROXY STATEMENT AND CAST YOUR VOTE USING ANY OF THE METHODS DESCRIBED BELOW.

Two simple methods to vote your proxy:

1. Mail: Simply sign, date, and complete the reverse side of this proxy card and return it in the postage paid envelope provided.

2. Touchtone Phone: Simply dial toll-free (877) 297-1747 and follow the automated instructions. Please have this proxy card available at the time of the call.

Control Number: _____



If you would like another copy of the proxy materials, they are available at <http://www.proxvonline.com/docs/counterpoint.pdf>. You will need your control number above to log in.

TAGID: "TAG ID"

CUSIP: "CUSIP"

Deleted: [LOGO]

Deleted: [MEETING DATE]

Deleted: [MEETING DATE]

Deleted: Three



Deleted:

Formatted: Font: (Default) Times

Deleted: <object>1. Internet:

Formatted: Font: Calibri, 10 pt

Deleted: Log on to [WEBSITE]. Make sure to have this proxy card available when you plan to vote your shares. You will need the control number and check digit found in the box at the right at the time you execute your vote.

Formatted: Font: Calibri, 10 pt

Deleted: [insert Touchtone #]

Formatted: Font: Not Bold



Deleted:

Deleted: 3. Mail:

Deleted: Simply sign, date, and complete the reverse side of this proxy card and return it in the postage paid envelope provided.

Deleted: [WEBSITE].

PROXY CARD

COUNTERPOINT TACTICAL INCOME FUND
a series of the Northern Lights Fund Trust III
PROXY FOR A SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON ~~April 10, 2015~~

Deleted: [MEETING DATE]

THIS PROXY IS SOLICITED ON BEHALF OF THE FUND'S BOARD OF TRUSTEES, AND THE PROPOSALS BELOW HAS BEEN PROPOSED BY THE BOARD OF TRUSTEES.

THIS PROXY WILL, WHEN PROPERLY EXECUTED, BE VOTED AS DIRECTED HEREIN BY THE SIGNING SHAREHOLDER(S). IF NO CONTRARY DIRECTION IS GIVEN WHEN THE DULY EXECUTED PROXY IS RETURNED, THIS PROXY WILL BE VOTED "FOR" THE PROPOSALS AND IN THE APPOINTED PROXIES' DISCRETION UPON SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE MEETING.

TO VOTE, MARK ONE BOX IN BLUE OR BLACK INK. Example: ☒

PROPOSALS:

FOR AGAINST ABSTAIN

1. To approve a new Investment Advisory Agreement between Northern Lights Fund Trust III and Counterpoint Mutual Funds, LLC with respect to the Counterpoint Tactical Income Fund.

☐☐☐

**YOU CAN VOTE ON THE INTERNET, BY TELEPHONE OR BY MAIL.
PLEASE SEE THE REVERSE SIDE FOR INSTRUCTIONS.**

**YOUR VOTE IS IMPORTANT.
WE URGE YOU TO VOTE PROMPTLY.**

**A copy of the Proxy Statement and sample Proxy Ballot are available online at:
<http://www.proxyonline.com/docs/counterpoint.pdf>,**

Deleted: [WEBSITE]

"Scanner Bar Code"