

Navigate Financial LLC

3(21) ERISA SERVICE AGREEMENT

SAMPLE

THIS AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY THE REGISTERED INVESTMENT ADVISER, NAVIGATE FINANCIAL LLC ("NAVIGATE FINANCIAL" OR "OUR FIRM"), A REGISTERED INVESTMENT ADVISER ("RIA") ACTING AS A 3(21) FIDUCIARY (AS DEFINED IN ERISA SECTION 3(21)(A)(II) ("FIDUCIARY"), WHOSE PRINCIPAL PLACE OF BUSINESS IS 999 E. MURRAY HOLLADAY ROAD, SUITE 202, SALT LAKE CITY, UT, 84117, AND THE DESIGNATED ERISA PLAN ("PLAN") (COLLECTIVELY "PARTIES"), QUALIFIED UNDER THE INTERNAL REVENUE CODE, AS AMENDED. THE PLAN IS SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("ERISA"). THE AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION BY ALL PARTIES.

NAME OF THE PLAN ("PLAN")

NAME OF SPONSOR/TRUSTEE ("CLIENT")

1. SCOPE OF ENGAGEMENT

Navigate Financial represents that it is an RIA and qualifies as a Fiduciary under Section 3(21) of ERISA. Navigate Financial also represents it is a Fiduciary under the Investment Advisers Act of 1940 (“the Act”) and with respect to the Plan, as required under ERISA Section 3(21). Navigate Financial will assist Client in managing the Plan’s securities portfolio on a non-discretionary basis. Navigate Financial will execute transactions on behalf of Client by obtaining specific consent from Client prior to every transaction. Navigate Financial will assist Client in selecting each of the investment options.

Navigate Financial shall exercise its powers and duties hereunder in accordance with ERISA Section 404(a)(1) and:

- (a) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use;
- (b) solely in the interest of, and for the exclusive purpose of providing benefits for, the participants in the Plan and their beneficiaries and defraying reasonable administrative expenses;
- (c) so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; provided, however, that Navigate Financial shall have no responsibility for the overall diversification of the assets of the Plan that are not subject to Navigate Financial’s supervision under this Agreement; and
- (d) in accordance with the Plan, ERISA, and any other applicable law.

The custodian is a “qualified custodian” under Rule 206(4)-2 of the Act, as amended (“Custodian”).

2. SERVICES (“Services”)

Navigate Financial will provide the Services described in this section. Such Services shall be performed on an ongoing and continuous basis until such time as the Agreement is terminated.

Plan Consulting

Plan consulting consists of assisting Client with monitoring and reviewing Client’s participant-directed retirement plan. As the needs of the Client dictate, areas of advising may include:

- Preparing and maintaining an Investment Policy Statement (“IPS”);
- Providing a market overview addressing the activity of the financial markets and the economic conditions that are affecting them;
- Summarizing the portfolio, including investment returns, style analysis, and overall portfolio return;
- Assisting with selection and monitoring of investment options at the Plan level;
- Examining each investment option within the Plan, including performance numbers versus the category and index, manager style drift, standard deviation, Sharpe ratio, upside and downside capture, and fund allocation. This Agreement does not guarantee the future performance or results of any investment option recommended or reviewed.

Navigate Financial will review current performance reports and establish future objectives and strategies for the Plan. In performing the foregoing services, Navigate Financial acknowledges it will be acting as a Fiduciary to the Plan pursuant to ERISA, as amended, and the Act. Client acknowledges that Navigate Financial does not maintain discretionary authority over the administration of the Plan, the establishment of the Plan’s investment policy, or the selection of the Plan’s investment platform. Navigate Financial does not have the authority to interpret the Plan or to determine eligibility of Plan Participants and is not the Plan Administrator, as defined in ERISA. Additionally, Navigate Financial will not have any authority and does not assume any responsibility with respect to Client’s stock or self-directed brokerage accounts. Consultations are typically completed within six months of the Client signing this Agreement, assuming that all the information and documents requested from Client are provided promptly. Implementation of the recommendations will be at the discretion of the Client. Client is under no obligation to engage Navigate Financial for implementation.

Participant Education

Navigate Financial will provide general financial education to and for the benefit of Plan participants as described in Department of Labor (“DOL”) Interpretive Bulletin (“IB”) 96-1, 29 C.F.R. Section 2510.3-21 or any successor DOL regulations describing the scope of non-fiduciary participant education. Navigate Financial is not a fiduciary with regard to participant education, as distinguished from investment advice by DOL IB 96-1 (Final Rule). To the extent Plan participant education under IB 96-1 may be considered to be investment advice under the terms of the Act, it is agreed that:

- the participant education service is intended to be “impersonal advisory services,” as defined in Rule 204-3 promulgated under the Act;
- any oral presentations or written materials provided under the participant education service will relate to the Plan and Plan participation but will not reference whether specific investments are appropriate to meet the investment needs for a particular participant or beneficiary; and
- any statistical information provided as part of the participant education service will contain no expression of opinion as to the investment merits of any particular security.

Qualified Default Investment Alternative (“QDIA”) Management

Navigate Financial will select and designate an appropriate QDIA for use by plan participants who fail to or choose not to designate the investment options for their accounts. It is the responsibility of Navigate Financial to select a QDIA that meets the requirements of ERISA §404(c)(5) and related Department of Labor regulations.

Reporting

The Custodian is required under Rule 206(4)-2 of the Act, as amended, to provide Client with a statement for the Plan and its accounts on a quarterly basis. Navigate Financial will prepare written reports regarding the status and performance of the investments in the Plan and will make those written reports available to the Client on a quarterly basis. Upon request, Navigate Financial will promptly provide any information to Client or Client’s other service providers to enable the preparation and distribution of plan participant and participant notices and fee disclosure information, including information required for the QDIA notice and the annual and quarterly notices required by Department of Labor Regulations §2550.404a-5. The Client designates a “named fiduciary” (“Named Fiduciary”) as defined in ERISA (if the Plan is subject to ERISA), who may also be referred to as a trustee in this Agreement. Navigate Financial will not be responsible for verification of information supplied by the Custodian or the Named Fiduciary.

Service Provider Search

Navigate Financial will assist Client in reviewing and selecting potential service providers based on such factors as Client stated goals, objectives, and Plan demographics. Navigate Financial will discuss provider options with Client to compare items such as provider features, benefits, available investment options and fees so that Client can analyze and compare service providers. This search process may be performed on an as needed basis or upon Client request. Navigate Financial does not serve as a fiduciary when conducting a service provider search.

Limitations on Services

Client agrees that Navigate Financial:

- (a) Shall not serve as a Plan custodian, have discretion to select the Plan's third-party administrator, recordkeeper or other service provider, prepare or deliver participant-level disclosures, or assume the duties of the Named Fiduciary of the Plan or administrator (as such term is defined in Section 3(16) of ERISA).
- (b) Shall have no authority or responsibility to provide services with respect to voting proxies for securities held by the Plan or take action related to the exercise of shareholder rights regarding such securities, including prospectus delivery.
- (c) Shall have no authority or discretion to interpret Plan documents, handle benefit claims under the Plan, determine eligibility or participation under the Plan, or take any other action with respect to the management or administration of the Plan.
- (d) Shall not provide legal or tax advice to Client and/or Plan (or any plan participant or beneficiary).
- (e) Shall not be responsible or liable for the recommendation of or services rendered by anyone else as a result of such services or the other provider's compliance with applicable laws, including, without limitation ERISA and the Internal Revenue Code, with respect to search services.

3. CLIENT'S RESPONSIBILITIES

Client recognizes that the value and usefulness of the services provided by Navigate Financial depend upon the information the Client provides and the Client's active participation in the formulation and implementation of the Client's objectives. Copies of certain Client documents may be requested to assist in conducting a more complete evaluation of the Client's objectives and to prepare a plan.

Determination of Reasonableness of Fees: Client is responsible for ensuring that the fees paid with Plan assets for services are reasonable. Therefore, Client is responsible for reviewing this Agreement and the contracts into which it enters on behalf of the Plan to ensure that Client understands what is being paid to all service providers (including Navigate Financial) and determining the reasonableness of the fees being paid. Navigate Financial's recommendation of other service providers or financial institutions for the Plan is not an endorsement of the amount of any compensation paid to those providers or institutions and should not be considered to be a substitute for Client's own judgment. The law requires that service providers give Client an estimate of their fees in a reasonable time before entering into a service contract. This Agreement and the disclosures together constitute Navigate Financial's compliance with this law.

Duty to Monitor the Performance of Service Providers: The Named Fiduciary of the Plan is responsible for monitoring the performance of all services provided to the Plan, including Navigate Financial's Services. The Client should review reports or other items Navigate Financial and other vendors prepare to ensure their accuracy and completeness and to ensure the third-party vendors the Client hires are fulfilling their obligations. Client must notify Navigate Financial immediately of any errors or inconsistencies identified on any report, form, or other communication Navigate Financial provides.

Determination of Fees That May Be Paid by the Plan: Under ERISA, the fees for certain services cannot be paid for by the Plan, but must be paid for by the Client. These fees include, but are not limited to, those related to plan design or redesign to accomplish goals. If Navigate Financial's fees are paid from the Plan, it is the Client's responsibility to ensure that ERISA permits the Plan to pay for such Services. Client acknowledges as part of this Agreement that the Plan permits payment of fees for Services out of Plan assets and, if paid from Plan assets, that Navigate Financial's fees are a proper obligation of the Plan.

Bonding

During the term of this Agreement, Client shall obtain and maintain any bond required under ERISA or other applicable law to cover itself and its employees.

4. FEES

Client agrees to pay Navigate Financial for the Services as set forth below. Services are billed as a percentage of Plan assets under management as indicated in this Agreement. The total estimated fee, as well as the ultimate fee charged, is based on the scope and complexity of Navigate Financial's engagement with the Client.

Fees shall be paid in arrears no less frequently than quarterly. Navigate Financial will rely on the Plan recordkeeper to determine the billing period and fee due. Client agrees to provide the Plan recordkeeper with instructions and authorization for applicable payments to Navigate Financial.

An annual fee of _____% of Plan assets under management for the 3(21) Services shall be paid monthly or quarterly by the Custodian to Navigate Financial based on the value of the Plan's assets at the time the fees are calculated on the last business day of the month or quarter for which fees are being collected.

Should the Plan have more than one account, the fee outlined above shall be payable in proportion to the respective account value(s). If Client elects to have Navigate Financial's fees deducted from Plan assets, Client authorizes the Custodian to deduct Navigate Financial's fees directly from Plan assets. Client shall have the responsibility to verify the accuracy of the fee calculation, and Client acknowledges that the Custodian shall have no responsibility to determine whether the fee is properly calculated. Navigate Financial shall not be compensated on the basis of a share of capital gains or capital appreciation within the Plan.

Client acknowledges that certain mutual funds, investment funds, other investment companies or their distributors which offer investment alternatives under the Plan may from time to time pay fees such as 12b-1 fees, sub-transfer agency fees and/or similar fees to service providers to the Plan. Navigate Financial charges and receives only the fees as set forth in this Agreement and does not reasonably expect to receive any additional direct or indirect fees or compensation from any mutual fund, investment company, investment fund, fund distributor, or other third party in connection with the performance of the Services. If Navigate Financial receives any compensation for other services, Navigate Financial will offset that compensation against the fees stated above and will disclose to Client the amount of such compensation, the services rendered for such compensation, the payer of such compensation, and a description of Navigate Financial's arrangement with the payer.

5. CUSTODY & BROKERAGE TRANSACTIONS

Navigate Financial will not hold any assets of the Plan. All Plan assets will be held by an independent qualified Custodian selected by the Client. A separate agreement (“Custodial Agreement”) between the Plan and the Custodian will control the services that the Custodian provides to the Plan. At no time will Navigate Financial receive, retain, or physically control any cash, securities, or other assets forming any part of the Plan. If, during this engagement, Client decides to use a different custodian, Client should advise Navigate Financial immediately so that Navigate Financial’s ability to perform these services in coordination with the new custodian can be assessed.

Client understands that Navigate Financial may recommend that Client execute investment recommendations through a particular custodian, but Client is free to implement investment recommendations through a custodian of its choice. All brokerage commissions or expenses, if any, arising from transactions or functions exercised in the course of the management of the Plan are to be charged to the Plan.

Client may incur transaction charges for trades executed by its Custodian. These transaction fees are separate from Navigate Financial’s fees. Client may also pay holdings charges imposed by the Custodian for certain investments, charges imposed directly by a mutual fund, index fund, or exchange traded fund, which shall be disclosed in the fund’s prospectus (e.g., fund management fees), distribution fees, surrender charges, variable annuity fees, IRA and qualified retirement plan fees, mark-ups and mark-downs, spreads paid to market makers, fees for trades executed away from the Custodian, wire transfer fees, and other fees and taxes on brokerage accounts and securities transactions. The applicable fees will be disclosed to the Client by the Custodian. These fees charged to the Client by the Custodian for securities transactions are not included within Navigate Financial’s compensation outlined in this Agreement. Navigate Financial does not receive any portion of the fees charged by the Custodian.

If Navigate Financial recommends a particular custodian, broker-dealer, or insurance company, that company may provide research services to Navigate Financial in exchange for Navigate Financial’s use for the Plan’s transactions and services. Such research will generally be used to service all Navigate Financial clients. Brokerage commissions paid by the Plan may be used to pay for research that is not used in managing the Plan. Navigate Financial may, at its discretion, cause the Plan to pay transaction costs and/or commissions greater than another might charge to effect the same transaction where Navigate Financial determines in good faith that the transaction costs and/or commissions are reasonable in relation to the value of the services received. As a result, the Plan may pay higher commissions, other transaction costs, greater spreads, or receive less favorable net prices on transactions for the Plan than would otherwise be the case if Navigate Financial used other or multiple brokers.

6. LEGAL & ACCOUNTING SERVICES

The Parties agree that Navigate Financial will not provide accounting or legal advice nor prepare any accounting or legal documents as part of this Agreement. Client is urged to work closely with its attorney and/or accountant in implementing Navigate Financial's recommendations.

7. RISK ACKNOWLEDGMENT & NAVIGATE FINANCIAL LIABILITY

The investment recommendations and selections developed by Navigate Financial are based upon the professional judgment of Navigate Financial. Navigate Financial cannot guarantee the success of any investment recommendations made to the Plan or to plan participants. Client understands that investment recommendations and selections made by Navigate Financial to the Plan are subject to various market, currency, economic, political and business risks, and that those investment recommendations will not always be profitable.

8. TERMINATION

Either Party to the Agreement may terminate the Agreement at any time by written notice to the other party. Any refunds will be calculated by the recordkeeper and be effective on the date of written request to terminate the Agreement. A terminating Client will be charged on a pro-rata basis, which takes into account work completed by Navigate Financial on behalf of the Client. Clients will incur charges for advisory services rendered up to the point of termination, and such fees will be due and payable.

No termination of this Agreement shall affect the liabilities or obligations of the Parties arising from or in connection with Services performed prior to such termination. Without limiting the generality of the foregoing, the provisions of this section and the sections entitled "Standard of Care," "Applicable Law," and "Arbitration" shall survive any termination of this Agreement. Upon the termination of this Agreement, Navigate Financial will not be obligated to recommend any action to Client.

9. STANDARD OF CARE

Navigate Financial and our affiliates and our respective present and former directors, officers, employees and agents (“we,” “us,” “our” in this “Standard of Care” section) shall not be liable for any act done or omitted by any of us under this Agreement so long as such act or omission shall not have involved negligence, willful malfeasance or bad faith on our part, or reckless disregard of our obligations and duties under this Agreement or any misstatement or omission contained in information or documentation supplied to us by Client or supplied to Client or us by any investment manager retained by Client.

Navigate Financial shall exercise its powers and duties hereunder in accordance with ERISA Section 404(a)(1) and:

- (a) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use;
- (b) solely in the interest of, and for the exclusive purpose of providing benefits for, the participants in the Plan and their beneficiaries and defraying reasonable administrative expenses;
- (c) so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; provided, however, that Navigate Financial shall have no responsibility for the overall diversification of the assets of the Plan that are not subject to Navigate Financial’s supervision under this Agreement; and
- (d) in accordance with the Plan, ERISA, and any other applicable law.

The service providers and investment options selected by Client, if any, shall be solely responsible for any misstatements or omissions contained in information or documentation supplied to Client or us by such service providers and investment options. While we will not supply any such information or documentation to Client if we have reason to believe it to be inaccurate, we will not independently verify, and cannot guarantee the accuracy or completeness of such information or documentation.

Notwithstanding the foregoing, Client understands that the persons protected from liability as described above may owe certain duties to Client under the Act, ERISA or other federal or state statutes, or rules or regulations thereunder, or the rules or regulations of self-regulatory organizations, the breach of which may confer upon Client certain rights of action against those persons even if such breach did not involve a violation of the standards of care set forth above. Accordingly, those standards are not intended to constitute or be considered as a waiver or limitation of any such rights of action.

10. ARBITRATION

This Agreement contains a pre-dispute arbitration clause. By signing this Agreement, except as otherwise provided under ERISA, the Parties agree as follows:

- (a) All of the Parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.
- (b) Arbitration awards are generally final and binding; a party's ability to reverse or modify an arbitration award is very limited.
- (c) The ability of the Parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all Parties to the panel at least 20 days prior to the first scheduled hearing date.
- (e) The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the Client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

With respect to controversies or disputes which may arise between Client and Navigate Financial, under this Agreement concerning matters involving alleged violations of the Act or applicable state investment advisory laws, it is understood that the Securities and Exchange Commission and various states securities regulatory agencies believe that an agreement to submit disputes to arbitration does not constitute a waiver of any rights provided under the Act or applicable state investment advisory laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes

To the extent permitted by law, all controversies between Client and Navigate Financial, which may arise out of or relate to any of the services provided by Navigate Financial under this Agreement, or the construction, performance or breach of this or any other Agreement between Navigate Financial and Client, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in Salt Lake County, Utah, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction. Nothing herein shall in any way constitute a waiver or limitation on any rights which Client may have under any relevant federal or state securities laws.

11. ASSIGNMENT

This Agreement may not be assigned (within the meaning of the Act) by either party without the prior consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Navigate Financial shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Act.

12. NOTICES

All notices or other communications required or permitted to be given hereunder in writing by one party to the other shall be sent, if to Navigate Financial, to such address or facsimile number or electronic-mail transmission (including PDF) as Navigate Financial may designate from time to time to Client, or if to Client, to such address or facsimile number or electronic-mail transmission (including PDF) as Client may designate from time to time to Navigate Financial. Any such notice or communication shall be deemed to have been given upon the earlier of receipt or five days after being sent.

13. 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.

14. ERISA PLAN AND RELATED ACCOUNTS

This section applies to the undersigned's ERISA Plan and related accounts. If the related account is part of a Plan and Navigate Financial accepts appointment to provide advisory services to such account, the Client acknowledges the following:

- (a) Client independently made the decision to enter into this Agreement and was not influenced by Navigate Financial's status as a plan service provider under any other agreement;
- (b) Appointment of Navigate Financial and the Services provided are authorized under the Plan documents;
- (c) In performing the Services, Navigate Financial does not act as, nor has Navigate Financial agreed to assume the duties of the Named Fiduciary or plan administrator, as defined by ERISA. Navigate Financial has no discretion to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any action with respect to the management, administration or other aspect of the Plan;
- (d) Client has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- (e) All information provided or to be provided to Navigate Financial hereunder to enable it to perform its Services is and shall be true, correct, and complete in all material respects. Client acknowledges that Navigate Financial shall be entitled to rely upon all information provided by Client, whether financial or otherwise. Client agrees to promptly notify Navigate Financial in writing of any material change in the financial and other information provided to Navigate Financial and to promptly provide any such additional information as may be requested.
- (f) Client authorizes Navigate Financial, to the extent reasonably necessary, to provide the Services, to communicate with and obtain such information regarding the Plan from financial organizations, financial professionals, and record keepers working with Client, pursuant to Navigate Financial's Privacy Policy attached hereto and hereby incorporated by reference.

15. CLIENT REPRESENTATIONS AND WARRANTIES

In addition to other provisions in this Agreement, Client represents and warrants that Client:

- (a)(1) has designated a Named Fiduciary who has the power and authority under the Plan to take all actions as are contemplated to be taken with respect to the assets of the Plan under this Agreement; (2) is knowledgeable with respect to administration and funding matters related to the Plan; (3) is able to make an informed decision regarding the Services to be provided under this Agreement; (4) has considered, in a prudent manner, the fees to be paid by the Plan in relationship to the level of Services to be provided; and (5) is not obligated, at its own expense, to provide to or procure for the Plan Services of the type provided under this Agreement and has no reason to believe that this Agreement will have the effect of relieving any other party of such an obligation; and
- (b) the Services provided under this Agreement will be used for the exclusive benefit of the Plan and participants and beneficiaries in the Plan and will not inure to the benefit of any other party.

16. DISCLOSURES

Navigate Financial agrees to provide the following disclosures, when required:

(a) Navigate Financial will disclose to Client any change to the information in this Agreement as to Services, status and compensation required as soon as practicable, but no later than 60 days from the date on which Navigate Financial is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond Navigate Financial's control, in which case the information will be disclosed as soon as practicable).

(b) If Navigate Financial makes an unintentional error or omission in disclosing information under this Agreement, Navigate Financial will disclose to Client the corrected information as soon as practicable, but no later than 30 days from the date on which Navigate Financial learns of such error or omission.

17. MISCELLANEOUS

Navigate Financial reserves the right to refuse to accept or renew this Agreement in Navigate Financial's sole discretion and for any reason.

For purposes of referring to this Agreement, the Agreement shall become effective upon execution by all Parties.

This Agreement may be amended only by a written agreement signed by each of the Parties, except that Navigate Financial may amend this Agreement subject to reasonable prior written notice to Client, in which case Client's continued acceptance of Services thereafter shall be deemed to constitute Client's consent to such modification.

All paragraph and section headings are for convenience of reference only, and shall not form part of or affect in any way the meaning or interpretation of this Agreement.

If any term or condition of this Agreement shall be held or made invalid or unenforceable to any extent or in any application, whether by statute, rule, regulation, decision of a tribunal or otherwise, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

In the event the terms of this Agreement conflict with the terms of any other agreement Client has executed with Navigate Financial, the terms of this Agreement will govern with respect to the implementation of the Services under this Agreement.

As used herein, references in the singular shall, as and if appropriate, include the plural, and references in the neuter shall, as and if appropriate, include the masculine and feminine, and vice versa.

Notwithstanding any other provision of this Agreement, Navigate Financial shall not be obligated to provide any Services under this Agreement with or for the Plan if, in Navigate Financial's reasonable judgment, doing so would

(i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency or self-regulatory organization, or (ii) be inconsistent with any internal policy maintained by Navigate Financial from time to time relating to business contact with Navigate Financial's clients.

18. PROXIES

Client acknowledges that Navigate Financial will not vote proxies.

19. APPLICABLE LAW

This Agreement supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the Parties as it relates to similar services described herein. To the extent not inconsistent with applicable law, including ERISA to the extent it applies, this Agreement shall be governed by and construed in accordance with the laws of the state of Utah ("Chosen Jurisdiction"). In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Navigate Financial and Client shall be in the Chosen Jurisdiction. All Services Navigate Financial provides under this Agreement are subject to the rules and regulations of all applicable federal, state and self-regulatory agencies or organizations, including but not limited to the U.S. Securities and Exchange Commission.

20. ACKNOWLEDGEMENT

This Agreement contains the disclosures required by ERISA Regulation Section 2550.408b-2(c). Navigate Financial hereby acknowledges that it is a “covered service provider” within the meaning of ERISA Section 408(b)(2) and represents that its fees hereunder and any compensation received by it on account of the Services shall be disclosed by Navigate Financial in a manner that complies with ERISA Section 408(b)(2) and any regulations (including interim final regulations) issued thereunder. Navigate Financial does not receive any indirect compensation.

Client acknowledges receipt of Navigate Financial’s Part 2 of Form ADV at or before the time of signing this Agreement in accordance with Rule 202(a)(1)-1 under the Act. Client further acknowledges and consents that Navigate Financial may send any of its notices, including Navigate Financial’s ADV Part 2 and Privacy Policy, to the email provided by Client. Client acknowledges receipt of Part 2 of ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the Client entering into any written or oral advisory contract, the Client may terminate this Agreement without penalty within five business days after entering into the Agreement.

For the purposes of this provision, this Agreement is considered entered into when all Parties to the Agreement have signed the Agreement, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this Agreement notwithstanding.

This Agreement has been duly authorized and executed and constitutes the legal, valid, and binding agreement of Client, enforceable in accordance with its terms. A trustee or authorized signer of the Plan signs below.

CLIENT SIGNATURE

DATE

CLIENT NAME (PRINT)

CLIENT TITLE

CLIENT SIGNATURE

DATE

CLIENT NAME (PRINT)

CLIENT TITLE

Navigate Financial LLC

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

AUTHORIZED REPRESENTATIVE NAME (PRINT)

