

navigate financial

navigate  sm
service agreement

THIS AGREEMENT IS MADE BETWEEN THE UNDERSIGNED PARTY (HEREINAFTER REFERRED TO AS THE "CLIENT") AND NAVIGATE FINANCIAL LLC ("NAVIGATE FINANCIAL"), A REGISTERED INVESTMENT ADVISER LOCATED AT 999 E. MURRAY HOLLADAY ROAD, SUITE 202, SALT LAKE CITY, UT, 84117 (COLLECTIVELY REFERRED TO AS THE "PARTIES").

Description of the NavigateSM Service

Navigate Financial provides general financial advice and a suite of basic financial planning services in the form of a monthly subscription service called **navigateSM** (“NavigateSM”). The NavigateSM service involves a discussion about a Client’s needs, goals, and objectives, followed by planning and recommendations designed to match those needs, goals, and objectives. The goal of the Service is to provide the Client with regular access to a licensed financial advisor who can offer general financial advice and assist with basic financial planning for a modest monthly fee, regardless of whether the Client has any money to invest. Financial advice and planning topics may include budgeting, investment planning, retirement planning, estate planning, charitable planning, education planning, corporate and personal tax planning, debt management, and insurance planning. When Navigate Financial renders advice or provides Client with a verbal or written financial plan, the Client may choose to follow the advice or implement the plan, at the Client’s own discretion. Navigate Financial does not assume responsibility to follow through on the advice it recommends to the Client or to implement a financial plan on behalf of the Client.

The Service is intended to provide advice and financial planning on a recurring basis. Sometimes, a Client may request or need financial advice or financial planning support on a one-time basis, and the monthly subscription service may not be sufficient or appropriate for what the Client is trying to achieve. In these situations, Navigate Financial charges a one-time project fee (“Project Fee”). The Project Fee is determined according to the scope of the project and disclosed to the Client before the project begins.

As listed above, the scope of financial advice and planning topics covered is relatively broad, including general tax planning and estate planning, to the degree allowed by a licensed financial advisor. In some cases, there is a point at which tax planning and estate planning require the guidance of a tax professional or attorney, someone who is licensed to render tax or legal advice and to prepare tax or legal documents. This is beyond the scope of Navigate Financial’s services. Navigate Financial does not provide tax or legal advice. Similarly, Navigate Financial offers advice about mortgages and real estate investing but does not facilitate mortgages or act in the capacity of a licensed real estate professional. For these types of specialized services that require the guidance of other licensed professionals, Navigate Financial may, at times, collaborate with other professionals or refer Clients to other professionals as part of its effort to provide holistic financial advisory support.

Description of the Navigate+SM Service

The NavigateSM service does not include the actual management of a Client’s investments. Clients who want Navigate Financial to manage their investments, in addition to providing general advice and financial planning as part of the basic NavigateSM service, hire Navigate Financial to provide a comprehensive service called **navigate⁺SM** (“Navigate+SM”).

The Navigate+SM service includes all of the services of the NavigateSM service PLUS investment management. Clients who subscribe only to the basic NavigateSM service sign an agreement called the NavigateSM Service Agreement. Clients who want Navigate Financial to provide investment management services in addition to general financial planning and advice sign this agreement, the Navigate+SM Advisory Agreement (hereafter referred to as the “Agreement”).

1. NAVIGATE+sm SERVICE ("Service")

For Navigate+sm clients, Navigate Financial provides general financial advice and financial planning AND investment management services, as described above. It does so on either a discretionary basis or non-discretionary basis.

Discretionary Investment Management

Client appoints Navigate Financial as the Investment Adviser to perform the Services hereinafter described, and Navigate Financial accepts such appointment. Navigate Financial shall be responsible for discretionary investment and reinvestment of the assets in Client's account. Navigate Financial is authorized, without prior consultation with the Client, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same. Unless otherwise agreed to by both Parties, any subsequently opened accounts shall be governed by this Agreement. The authority granted to Navigate Financial herein shall continue in force until revoked by the Client in writing. Such revocation shall be effective upon receipt by Navigate Financial.

Non-Discretionary Investment Management

Client appoints Navigate Financial as the Investment Adviser to perform the services hereinafter described, and Navigate Financial accepts such appointment. Navigate Financial shall be responsible for non-discretionary investment and reinvestment of the assets in Client's account. Navigate Financial is not authorized, without prior consultation with the Client, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same. Unless otherwise agreed to by both Parties, any subsequently opened accounts shall be governed by this Agreement. The authority granted to Navigate Financial herein shall continue in force until revoked by the Client in writing. Such revocation shall be effective upon receipt by Navigate Financial.

As part of the Service, a portfolio is created, consisting of individual stocks, bonds, exchange traded funds, options, mutual funds and other public and private securities or investments. Portfolios are designed to meet a particular investment goal, determined to be suitable to the Client's circumstances. Once the appropriate portfolio has been determined, portfolios are continuously and regularly monitored.

Navigate Financial's management personnel or financial advisors review accounts on at least an annual basis. The nature of these reviews is to confirm Client's account is in line with Client's risk profile and investment objectives. Navigate Financial may or may not provide written reports. Navigate Financial may review Client account more frequently than described above based on market or economic events, Client circumstances, Client request, etc.

Navigate Financial believes the annual fee it charges is reasonable in relation to the Services provided under this Agreement and in comparison to the fees charged by other investment advisers offering similar services.

Client recognizes that the value and usefulness of services will depend upon the information and participation the Client provides. For example, Navigate Financial may request Client complete a questionnaire or provide certain documents needed to complete a financial evaluation. Navigate Financial relies on the Client to assist in these matters.

2. FEES

The fee for the Service is a combination of the Navigatesm service subscription fee AND a separate investment management fee.

Fee for the Navigatesm Service

The fee for the basic Navigatesm service is a recurring monthly fee, paid in advance, not to exceed \$25 per month. Billing will take place on the first day of the month. The fee for the first month is pro-rated from the date the Client signs the Agreement until the last day of that month. The Service will automatically renew monthly, with payment due at the beginning of the payment cycle, unless terminated by either Party.

_____ \$24.99 PER MONTH.

_____ FEE WAIVED.

Fee for Investment Management

Investments shall be managed on either a discretionary basis or a non-discretionary basis. Annualized fees are based on the value of the account and are billed quarterly in advance, on a pro-rata basis, based on the value of the account on the last day of the previous quarter. The initial fee for clients beginning mid-quarter will be based on the value of the account on the date of receipt of assets and will be billed in arrears at the beginning of the following quarter, prorated from the initial date of receipt of assets until the end of the initial quarter. The annual fee charged for investment management will not exceed 1.00%. Fees are negotiable and will be deducted from the Client's account. Adjustments are made for deposits and withdrawals during the quarter.

_____ THE **DISCRETIONARY** INVESTMENT MANAGEMENT FEE FOR THIS ACCOUNT IS _____ %.

OR

_____ THE **NON-DISCRETIONARY** INVESTMENT MANAGEMENT FEE FOR THIS ACCOUNT IS _____ %.

Client provides authorization permitting Navigate Financial to be paid according to these terms. Client's independent custodian sends statements, at least quarterly, showing the market values for each security included in the Assets and all account disbursements, including the amount of the advisory fees paid to Navigate Financial. Navigate Financial will send an invoice directly to the custodian. If Navigate Financial sends an invoice to the Client, a legend urging the comparison of information provided in the statement with those from the qualified custodian will be included.

Navigate Financial shall never have custody of Client's assets except for authorized fee withdrawal of Client funds or securities and third party money movement authority, as the services of a qualified and independent custodian will be used. Receipt of a physical check shall not be deemed a taking custody if deposited into the client's account within three business days.

In most cases, a partial cash balance will be maintained in the Client's account so Navigate Financial may debit advisory fees for services rendered.

The fees charged are calculated as described above and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory Client (15 U.S.C. §80b-5(a)(1)).

Fee Waivers

Navigate Financial reserves the right to waive or discount the Service, either the monthly Navigatesm subscription fee and/or the investment management fee, at its discretion.

3. DIRECTIONS TO NAVIGATE FINANCIAL

Except for decisions regarding the purchase and/or sale of specific investments, all directions from the Client to Navigate Financial (i.e. notices, instructions, including directions relating to changes in the Client's investment objectives) shall be in writing and shall be effective upon receipt by Navigate Financial. Navigate Financial shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

Client has the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio. Restrictions on investments in certain securities or types of securities may not be possible due to the level of difficulty this would entail in managing the account.

4. DISCLOSURE STATEMENT

Client acknowledges receipt of Navigate Financial's Form ADV Part 2 and Privacy Policy at or before the time of signing this Agreement in accordance with Rule 204-3 under the Investment Advisers Act of 1940. In addition, Client acknowledges receipt of Navigate Financial's Form CRS at or before the time of signing this Agreement in accordance with Rule 204-5 under the Investment Advisers Act of 1940 if Client is a natural person, or the legal representative of such natural person, who seeks to receive or receives services primarily for personal, family, or household purposes. Client acknowledges and consents to Navigate Financial sending these disclosure statements in electronic format to the email address(es) provided by Client.

5. CLIENT CONFLICTS

If this Agreement is between Navigate Financial and related Clients (e.g., husband and wife), Services provided by Navigate Financial shall be based upon the jointly-communicated goals. Navigate Financial shall be permitted to rely upon instructions from either party with respect to management of the account and/or disposition of the account assets unless and until such reliance is revoked by either party, in writing. Navigate Financial shall not be responsible for any claims or damages resulting from such reliance, or from any change in the status of the relationship between the Clients.

6. ALTERNATE CONTACT AUTHORIZATION

Client authorizes Navigate Financial to contact and disclose any information and/or documents related to the account in the event Navigate Financial believes the Client's mental competency to be compromised. Navigate Financial may disclose to the person(s) listed below any concern relating to the Client's health, well-being, or financial condition, and may duplicate and share information related to the assets in the Client's name including, but not limited to, official correspondence from Navigate Financial, withdrawal patterns, tax ramifications, balances and positions, and lapse or termination of policies for non-payment of premiums. Navigate Financial recommends the designation of someone other than a spouse. This authorization is for communication purposes only; it excludes the trusted contact person from making any decisions on Client's behalf for Client's account(s) managed by Navigate Financial. This designation shall remain in effect until Navigate Financial receives written notification from Client to terminate this authorization.

AUTHORIZED CONTACT

PHONE

RELATIONSHIP TO THE CLIENT

EMAIL

7. CUSTODIAN & EXECUTION OF TRANSACTIONS

Client assets are not held by Navigate Financial. Rather, assets are held by a qualified custodian. When hiring a custodian, Navigate Financial takes into consideration the full range of that custodian's services, including the value of research provided, execution capability, transaction costs, commission rates, other applicable fees and responsiveness.

Navigate Financial is authorized to give instructions to the custodian it recommends ("Custodian") with respect to all investment decisions regarding the assets. Client authorizes and directs the Custodian to effect transactions, deliver securities, make payments, and otherwise take such actions as Navigate Financial shall direct in connection with Navigate Financial's management of the Client's assets. Client acknowledges and agrees that all securities transactions must be effected through the Custodian. Navigate Financial must arrange to execute securities transactions for the assets through a Custodian that will reasonably provide "best execution." In seeking best execution, the determining factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution for the Client. Navigate Financial will seek to provide the Client with access to competitive commission rates but may not necessarily obtain the lowest possible commission rates for applicable transactions. It is important to note that Navigate Financial does not have discretion to negotiate commission rates with the Custodian.

Clients may incur transaction charges for trades executed by the Custodian. These transaction fees are separate from Navigate Financial's advisory fees. These fees charged to the Client by the qualified custodian for securities transactions and 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 qualified custodian.

Client may also pay holdings charges imposed by the qualified 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, 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 Client's qualified custodian, wire transfer fees, and other fees and taxes on brokerage accounts and securities transactions.

Navigate Financial generally processes transactions for each Client account independently, unless Navigate Financial decides to purchase or sell the same securities for several Clients at approximately the same time. Navigate Financial may (but is not obligated to) combine or "batch" orders for a variety of factors, including but not limited to, obtaining best execution for all parties. Under this procedure, the transaction price will be averaged and securities will be allocated among Navigate Financial's Clients in proportion to the purchase and sale orders placed for each Client account on any given day.

8. NON-EXCLUSIVE MANAGEMENT

Navigate Financial, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Navigate Financial does for the Client's assets. Client expressly acknowledges and understands that Navigate Financial shall be free to render investment advice to others and that Navigate Financial does not make investment management services available exclusively to the Client. Nothing in this Agreement shall put Navigate Financial under any obligation to purchase or sell, or to recommend for purchase or sale for any Client account, any securities which Navigate Financial or its employees, affiliates, representatives, or agents, may purchase or sell for themselves or for the account of any other client, unless in Navigate Financial's determination, such investment would be in the best interest of the Client.

9. RISK ACKNOWLEDGMENT

Navigate Financial does not guarantee the future performance of the assets or any specific level of performance, the success of any investment decision or strategy used, or the success of Navigate Financial's overall management of the assets. Client understands that investment decisions made for the assets by Navigate Financial are subject to various markets, currency, economic, political, and business risks, and that those investment decisions will not always be profitable. Refer to Form ADV Part 2A for further information.

10. PROXIES

Client acknowledges that Navigate Financial will not vote proxies.

11. ASSIGNMENT

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

12. TERMINATIONS & REFUNDS

Either Party may terminate this Agreement in writing at any time.

Because the fee for the Service is a combination of the Navigatesm service subscription fee and a separate investment management fee, the process for refunding money to the Client as a result of termination is treated in two portions:

Refunding the Monthly Subscription Fee

If the Client termination request happens in the first half of the billing cycle, the Client shall be entitled to a full refund for that month. If the termination request happens in the second half of the billing cycle, the Client shall not be entitled to a refund of that month's subscription fee. If Navigate Financial chooses to terminate the Agreement, the Client shall be entitled to a full refund for that month, regardless of when the termination takes place within the billing period.

Refunding the Investment Management Fee

Upon receipt of notice of termination, Navigate Financial will process a pro-rata refund of the unearned portion of the advisory fees charged in advance at the beginning of the quarter.

13. DEATH OR DISABILITY

The death or incapacity of the Client shall not terminate the authority of Navigate Financial granted herein until Navigate Financial receives notice from an authorized representative of the estate of such death or incapacity and intent to terminate services.

14. ARBITRATION

This Agreement supersedes any and all preexisting agreements and/or understandings. This Agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by Navigate Financial to the Client be resolved through arbitration. To the extent permitted by law, all controversies which may arise between the Parties or any of their affiliated companies concerning any transaction arising out of or relating to this Agreement, or the construction, performance, or breach of this or any other agreement between the Parties, whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association. Arbitration must be commenced by service upon the other Party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. The Parties hereby submit to the in personam jurisdiction of the courts of Salt Lake County, Utah and the local courts located therein ("Chosen Jurisdiction") (and expressly waive any defense to personal jurisdiction of the Client by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. Service of process in such action shall be sufficient if served on the Parties by

certified mail, return receipt requested, at the last address known to the other Party. In this connection the Parties expressly waive any defense(s) to personal jurisdiction of the Parties by such court; to service of process as set forth above; to venue; and in addition, expressly agree that the Chosen Jurisdiction is a convenient forum for any such action.

Nothing herein shall be enforceable to the extent that the Client waives their rights under state or federal securities laws. The Parties acknowledge, understand and agree that: (i) Arbitration is final and binding on the Parties; (ii) The Parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings; (iv) The Arbitration Award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited; and (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

15. LIMITATION OF LIABILITY

Navigate Financial shall not be responsible for independent acts, omissions, or solvency of the Custodian or any broker or agent selected by it to affect any transactions for the Account. Navigate Financial shall not be relieved of any liability imposed by the Investment Advisers Act of 1940 or any applicable state or federal laws that cannot be waived.

With respect to the provision of investment advisory services that are within the scope of the agreed-upon relationship with Client, the Adviser will be held to the standard of conduct imposed by the Act. The Adviser will not be liable for acts or omissions of other professionals or third-party service providers, including but not limited to: a broker-dealer, custodian, attorney, accountant, or insurance agent. The Adviser shall specifically not be responsible for any trade errors resulting from, or attributable to, the acts or omissions of any third party, including, but not limited to, a broker-dealer and custodian. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement and this Agreement shall not be deemed to create any third-party beneficiary rights. If the Account contains only a portion of the Client's total assets, Adviser shall only be responsible for those assets that the Client has designated to be the subject of the Adviser's services under this Agreement. The Client further acknowledges and agrees that Adviser shall not be liable for any losses occurring during the transfer of the Assets from the Client's prior advisors, broker-dealers or account custodians. This includes, but is not limited to, any losses resulting from: (a) securities purchased by Client's predecessor advisors; (b) the failure to be protected or benefit from any market-related events, including market corrections or advances; or (c) any account transfer, closing or administrative charges or fees imposed by the previous broker-dealer or account custodian. Federal and state securities laws impose liabilities under certain circumstances, and therefore nothing in this Agreement shall constitute a waiver or limitation of any rights the Client may have under any federal or state securities laws, including Adviser's fiduciary obligations that cannot be limited or waived, the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), or under the rules promulgated by the Employee Benefits Security Administration or the Department of Labor.

16. 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 unenforceability 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.

17. RETIREMENT OR EMPLOYEE BENEFITS PLAN ACCOUNTS

This section applies to the undersigned's account if it is part of a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). If the account is part of a Plan and Navigate Financial accepts appointment to provide advisory services to such account, then the following applies:

- a. Navigate Financial acknowledges that Navigate Financial is a "fiduciary" within the meaning of Section 3(21)(A) of ERISA (but only with respect to the provision of services described in Section 1 of this Agreement). As such Navigate Financial must act with the care, skill, prudence, and diligence under the circumstance then prevailing that a prudent person acting in like capacity and familiar with such matters would use the conduct of an enterprise of a like character with like aims (ERISA 404(a)(1)(B)).
- b. Navigate Financial represents that Navigate Financial is registered as an investment adviser under the Investment Advisers Act of 1940 and duly qualified to manage Plan assets under applicable regulations.
- c. Navigate Financial does not reasonably expect to receive any compensation, direct or indirect, for services rendered other than the compensation described in this Agreement. If Navigate Financial receives any other compensation for such services, Navigate Financial will (i) offset that compensation against the stated fees, and (ii) will disclose to the Client the amount of such compensation, the services rendered for such compensation, the payer of such compensation and a description of the arrangement with the payer.
- d. Client acknowledges the following: (i) 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; (ii) Navigate Financial's appointment and the services are authorized under the Plan documents; (iii) In performing the services, Navigate Financial does not act as, nor has Navigate Financial agreed to assume the duties of, a trustee or the Plan Administrator, as defined in ERISA, and 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; and (iv) This Agreement contains the disclosures required by ERISA Regulation Section 2550.408b-2(c).
- e. Navigate Financial agrees to provide the following disclosures, when required:
 - i. Navigate Financial will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to the Client any change to the information in this Agreement as to services, status and compensation required

to be disclosed under ERISA Regulation Section 2550.408b-2(c)(1)(iv)(A) through (D), and (G) as soon as practicable, but no later than sixty (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 control, in which case the information will be disclosed as soon as practicable).

- ii. in accordance with ERISA Regulation Section 2550.408b-2(c)(1)(vi), upon the written request of the responsible plan fiduciary or plan administrator, Navigate Financial will disclose all information related to the compensation or fees received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder. Such disclosure shall be made reasonably in advance of the date upon which the responsible plan fiduciary or plan administrator states that it must comply with the reporting and disclosure requirement (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); provided that the responsible fiduciary or plan administrator provides the written request to us reasonably in advance of the date upon which the responsible plan fiduciary or plan administrator must comply with the reporting and disclosure requirement and any failure to do so shall be deemed to be an extraordinary circumstance beyond Navigate Financial's control.
- iii. If Navigate Financial makes an unintentional error or omission in disclosing information under this Agreement, Navigate Financial will disclose to the Client the corrected information as soon as practicable, but no later than thirty (30) days from the date on which Navigate Financial learned of such error or omission.

18. 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, this Agreement shall be governed by and construed in accordance with the laws of the 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 the Chosen Jurisdiction.

19. ACKNOWLEDGEMENT

Upon execution of this Agreement, the Parties acknowledge and accept their respective rights, duties, and responsibilities hereunder.

CLIENT SIGNATURE

DATE

CLIENT NAME (PRINT)

ACCOUNT NUMBER(S)

Navigate Financial LLC

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

AUTHORIZED REPRESENTATIVE NAME (PRINT)