

navigatesm **service agreement**

THIS AGREEMENT IS MADE EFFECTIVE AS OF _____ 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").

1. SERVICES

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 (“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.

Although the Service includes investment planning, it 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 financial advice and financial planning as part of the basic Service, utilize Navigate Financial’s **navigate+**sm service, which is a different arrangement under a different advisory agreement.

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 by the Service 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.

2. CLIENT'S RESPONSIBILITIES

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.

3. FEES

The fee for the 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.

Option 1: Recurring Flat Fee

_____ \$24.99 PER MONTH.

For one-time needs, a Project Fee will be determined according to the scope and complexity of the project and is based on an hourly fee not to exceed \$150 per hour. A deposit of half the Project Fee shall be due upon execution of this Agreement, and the second half shall be due upon completion of the project.

Option 2: One-Time Project Fee

_____ THE FEE FOR THIS PROJECT IS _____.

4. IMPLEMENTATION

Client is responsible to decide whether or not to implement recommendations made by Navigate Financial. Unless provided in a separate agreement, Navigate Financial does not assist Client in implementing the advice and planning it recommends, nor does it possess or exercise any discretion with respect to Client transactions.

5. ACCOUNTING & LEGAL 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 Client's accountant or attorney in implementing Navigate Financial's recommendations. In the event Navigate Financial collaborates with a third-party accountant, tax professional, attorney, or other specialist, or refers Client to such a professional and receives any compensation from that outside professional for such collaboration or referral, Navigate Financial will disclose that compensation arrangement to the Client.

6. RELATED INDIVIDUALS & CLIENT CONFLICTS

The Navigatesm Service Agreement is between Navigate Financial and one individual Client. In cases where a subscribing Client is considering the needs and objectives of other people and representing their interests, such as a spouse taking into consideration the interests of the couple as a whole, Navigate Financial shall rely exclusively on the instructions of the subscribing Client, not the instructions of related individuals.

7. 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.

8. TERMINATIONS & REFUNDS

Client's failure to pay the recurring monthly subscription fee will be deemed to be a termination of the Agreement. If desired, however, either party may terminate this Agreement at any time by providing written notice, and termination of this Agreement shall be effective upon receipt of such notice. If Client notifies Navigate Financial of her/his desire to terminate the agreement immediately, without waiting until the monthly billing period ends, the following will happen. First, if the termination request happens in the first half of the billing cycle, the Client shall be entitled to a full refund for that month. Second, 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 immediately, the Client shall be entitled to a full refund for that month, regardless of when the termination takes place within the billing period.

9. 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.

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 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 customer 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.

10. 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 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 Advisers Act.

11. GOVERNING LAW

The Service shall be in compliance with the Investment Advisers Act of 1940 regulating the services provided by this Agreement.

12. PROXIES

Proxy voting services are not provided under this Agreement.

13. 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.

14. SEVERABILITY

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

15. 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. ACKNOWLEDGEMENT

Upon execution of this Agreement, the Parties acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon Navigate Financial's execution below. The use of electronic signature or facsimile reproduction is satisfactory.

CLIENT SIGNATURE

DATE

CLIENT NAME (PRINT)

Navigate Financial LLC

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

AUTHORIZED REPRESENTATIVE NAME (PRINT)