

Client Advisory Agreement

Client Name:

Client Name:

THIS AGREEMENT between Wayfinder Financial LLC ("Adviser" or "WF") and the Client, is in effect from the time Adviser receives and accepts a copy of this Agreement executed by the Client. By signing this Agreement, the Client acknowledges engaging the Adviser to provide Financial Planning and Investment Advisory services to the client.

1. **Appointment as Investment Adviser:** The Client hereby retains the Adviser and the Adviser hereby agrees to provide Financial Planning and Investment Advisory services to the client in accordance with the terms and conditions set forth below.
2. **Combined Comprehensive Financial Planning and Investment Advisory Services**
Our standard service includes both Comprehensive Financial Planning and Investment Advisory Services.

- ❖ **Comprehensive Financial Planning:** We provide financial planning services on topics such as retirement planning, risk management, college savings, cash flow, debt management, work benefits, and estate and incapacity planning.

Financial planning is a comprehensive evaluation of a Client's current and future financial state by using currently known variables to predict future cash flows, asset values, and withdrawal plans. The key defining aspect of financial planning is that through the financial planning process, all questions, information, and analysis will be considered as they affect and are affected by the entire financial and life situation of the Client.

This service involves working one-on-one with a planner over an extended period of time. By paying a fixed monthly fee, Clients get to work with a planner who will work with them to develop and implement their plan. The planner will monitor the plan, recommend any changes and ensure the plan is up to date.

Upon desiring a comprehensive plan, a Client will be taken through establishing their goals and values around money. They will be required to provide information to help complete the following areas of analysis: net worth, cash flow, insurance, credit scores/reports, employee benefit, retirement planning, insurance, investments, college planning, and estate planning. Once the Client's information is reviewed, their plan will be built and analyzed, and then the findings, analysis and potential changes to their current situation will be reviewed with the Client. Clients subscribing to this service will receive a written or an electronic report, providing the Client with a detailed financial plan designed to achieve his or her stated financial goals and objectives. If a follow-up meeting is required, we will meet at the Client's convenience. The plan and the Client's financial situation and goals will be monitored throughout the year and follow-up phone calls and emails will be made to the Client to confirm that any agreed upon action steps have been carried out. On an annual basis, there will be a full review of this plan to ensure its accuracy and ongoing appropriateness. Any needed updates will be implemented at that time.

- ❖ **Investment Advisory Services:** The Adviser will determine a target Portfolio allocation between various asset classes (such as equities and fixed income) that is designed to be consistent with the investment objectives communicated by the Client to the Adviser. The Adviser will periodically review the Portfolio and implement changes that the Adviser deems appropriate. The Adviser may change the target asset class allocations, and/or the specific assets held in the Portfolio. The Adviser will provide its services on a discretionary basis, and will not give advance notice or seek the Client's consent for any changes to the Portfolio. The Client is responsible for informing the Adviser of any changes in the Client's financial circumstances, investment objectives, and any other information provided by the Client to the Adviser under this agreement. The Client is responsible for notifying the Adviser of any transactions or holdings that appear to be in error or inconsistent with the Client's investment

Wayfinder Financial LLC

objectives. In providing all services under this agreement, Adviser will rely on the financial and other information provided by Client without any duty or obligation to investigate the accuracy or completeness of the information. Where this agreement is signed by more than one person representing 'Client,' this includes information and instructions provided by only one such person, and Adviser shall have no duty or obligation to verify any such information or instructions with any other signatory to this agreement. The Adviser will not provide ongoing services to the Client or the Portfolio, except as noted above.

3. **Fiduciary Statement:** Wayfinder Financial LLC acknowledges fiduciary status for itself and its Advisers. Wayfinder Financial LLC and its Advisers adhere to basic standards of impartial conduct. In particular, under this standards-based approach, Wayfinder Financial LLC and its advisers give prudent advice that is in the customer's best interest, avoid misleading statements, and receive no more than reasonable compensation.
4. **Custody of Assets:** The Adviser does not hold or receive any of the Client's funds or securities, other than payment for the Adviser's services. The Portfolio's assets will be held by the Custodian, and the Client will be solely responsible for paying all of the Custodian's fees. Client understands that Adviser is not authorized to establish or maintain custodial arrangements for the Account. All transactions will be consummated by payment to, or delivery by, Client or such other party as Client may designate in writing (the "Custodian"), of all cash and/or securities due to or from the Account. Client shall direct the Custodian to segregate the assets of the Account and to invest and reinvest them in accordance with the directions transmitted by Adviser. Client understands that Adviser shall not be responsible for any loss incurred by reason of any act or omission of the Custodian or any other party, to the extent permitted by law. The Custodian should provide statements for the account. The Adviser encourages the Client to notify the Adviser promptly if the Client does not receive statements on all accounts from the custodian on at least a quarterly basis.
5. **Confidential Relationship:** Information received by Adviser from Client will be kept confidential by Adviser in a manner consistent with applicable law and with the Adviser's Privacy Policy, which Client acknowledges receiving, and will be sent to Client annually, as required by law. All information or advice furnished by Adviser to Client shall be treated as confidential and not be disclosed by Client except as required by law.
6. **Voting Proxies:** Adviser shall not vote any proxies for securities purchased for Client's Account.
7. **Class Action Settlement Claims:** The Adviser will not file a class action settlement claim involving a security held in Client's account on behalf of Client.
8. **Code of Ethics** Client acknowledges that Adviser has made Client aware that Adviser has a Code of Ethics, which is described on Adviser's Form ADV, Part 2, and which will be provided to Client upon request.
9. **Fees:** The fees for services under this Agreement shall be calculated and paid in accordance with the rate set forth in the attached fee schedule (Schedule A). We do not solicit prepayment of fees more than \$500 per client and six months or more in advance of the services being rendered.
10. **Valuation:** In computing the market value of any investment contained in the account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by the Adviser to reflect its fair market value.
11. **Related Transactions:** The Adviser's authority hereunder shall not be impaired because of the fact that the Adviser may affect transactions with respect to securities for the Adviser's own account or for the accounts of others under management which are identical or similar to securities as to which the Adviser may effect transactions for the Account at the same or different times.

- 12. **Account Statements:** Client hereby provides his/her express understanding that Adviser shall not have any responsibility to directly disseminate account statements.
- 13. **Verbal Instructions Acceptable:** By Client's execution of this agreement, Client hereby provides express authorization in favor of Adviser which shall expressly permit and allow Adviser to act on Client's verbal instructions, except that no trade or order instructions may be left on Adviser's voicemail – voicemail instructions will not be acted upon.
- 14. **Electronic Communications Acceptable:** The Client *consents to electronic delivery of required disclosure documents* and other communications by the Adviser. Such consent will remain effective unless revoked by the Client. The Adviser may transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Adviser with one or more valid email addresses that the Adviser may use to communicate with the Client. The Client may revoke its consent to receive communications electronically at any time by notifying the Adviser.

I (We) consent to electronic delivery of required disclosure documents.

Initial _____ Email _____

Initial _____ Email _____

- 15. **Receipt of Form ADV Part 2:** Client acknowledges receipt from Adviser of a copy of Adviser's Form ADV, Parts 2A and 2B. The client has the right to terminate the contract without penalty or fees within five (5) business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract or any other provisions of this contract notwithstanding. The Client shall be provided with an updated Form ADV, Part 2 on an annual basis and the Part 2B when material changes occur. Adviser's Form ADV, Part 2A, is also currently available on <http://www.Adviserinfo.sec.gov/>.

I (We) confirm receipt of Form ADV, Part 2A.

Initial _____ Date Received _____

Initial _____ Date Received _____

- 16. **Limited Liability:** The Adviser, its officers, directors, employees, and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any independent act or omission by any broker, dealer, custodian or other third party. However, the Adviser may be responsible for any act or failure to act by a third party, if it was pursuant to the Adviser's instructions to the third party or involved a violation of applicable laws or breach of fiduciary duty. This provision only applies to independent acts by the third party.
- 17. **Non-waiver of Rights by Client:** Federal and state securities laws impose certain obligations on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all of the rights which the Client shall otherwise enjoy under the federal and state securities laws.
- 18. **Termination/Assignment:** Neither party may assign this agreement without the prior written consent of the other party. This agreement shall be in effect until either party gives written notice to the other party of its intention to terminate the agreement. This agreement may be terminated, without penalty, according to the termination provisions listed with each service provided below in (Schedule A).
- 19. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana except to the extent that the federal securities laws shall otherwise be controlling.

20. **Venue:** In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in either Indiana, or another location reasonably accessible to the client.
21. **Client Conflicts:** If this Agreement is with more than one client, our Services shall be based upon the joint goals as communicated to us by the Clients, collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.
22. **Arbitration:** Any controversy or claim arising out of or relating to this agreement or the breach thereof may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration provision does not constitute a waiver of investor rights provided by state or federal securities laws. Should both parties voluntarily agree to arbitration, arbitration is final and binding on the parties.
23. **Miscellaneous:** All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement. To the extent that this Agreement is inconsistent with any other agreement governing Client's Account, the provisions of this Agreement shall govern. Client agrees that this Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives. All notifications required to be sent shall be sent: if to Adviser, to the Adviser's address contained in this Agreement or such other address as may later be designated; if to Client, to Client's address as provided to Adviser at the time this Agreement is entered into, or such other address as may later be designated.
24. **Effective Date:** This Agreement will be effective upon execution by both the Adviser and the Client.

Schedule A – Fee Schedule

Combined Comprehensive Financial Planning and Investment Advisory Services

Our standard advisory fee is based on the client’s net worth and is calculated as follows:

Net Worth	Annual Advisory Fee
\$0 - \$750,000	\$3,600
\$750,001 - \$1,500,000	\$5,400
\$1,500,001 - \$4,000,000	\$7,500
\$4,000,001 and Above	Negotiable

The annual fees are negotiable and are pro-rated and paid in arrears on a monthly basis. The advisory fee is a flat fee as shown in the above chart. No increase in the annual fee shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement.

Advisory fees are directly debited from Client accounts, or the Client may choose to pay by check. Accounts initiated or terminated during a calendar quarter will be charged a pro-rated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 10 calendar days in advance. Since fees are paid in arrears, no refund will be needed upon termination of the account. Any earned but unpaid fees will be due upon termination. During the first six months of an initial client agreement, up to the first six months of previously paid fees are completely refundable if the client terminates the advising relationship and immediately upon doing so states in writing they are unsatisfied with our services and asks for a refund. This refund will not be paid if more than 30 calendar days have passed since the termination of the advising agreement without this written request being made. This refund does not apply to any fees paid beyond the first six months immediately following the first client agreement being executed.

The following describes the final fee arrangement agreed to by both parties:

Comprehensive Financial Planning and Investment Advisory Services - \$ _____ per month

Client Initials: _____

Schedule B – List of Restrictions on Account Imposed by Client

I wish to place the following investment restriction(s) on my Account established pursuant to this Agreement. In accommodating my restriction, I understand that in lieu of purchasing a restricted security, Adviser in its sole discretion may either select an alternative security, use the funds to invest in additional shares of current portfolio holdings, or hold the funds in cash.

Please List Security Ticker Symbols or CUSIPs here:

The above restrictions may cause Adviser to deviate from implementing investment decisions it would otherwise make in managing the Account and may impair the attainment of the Client's investment objectives and affect the overall performance of the Account. Additionally, the performance of the Account may materially differ from otherwise similar accounts managed on a discretionary basis by Adviser.

Furthermore, since the Client has delegated investment discretion for their Account to Adviser, Adviser may determine that the implementation of such a restriction may be impractical. In the event such a determination is made, Adviser will notify you promptly. Additionally, Adviser cannot accept instructions that prohibit or restrict the purchase of specific securities or types of securities held within mutual funds or exchange traded funds purchased by Adviser, where applicable, in the Account.

