



## Client Engagement Agreement

Please review this Client Engagement Agreement ("Agreement") carefully as it sets forth the understanding between you (the "Client") and Safebridge LLC (the "Firm") regarding the services the Firm will provide you. If you have any questions about the content of this Agreement you should discuss them with us or your legal counsel before you sign this Agreement.

**Firm Services.** The Firm will provide consultation addressing the specific financial planning and/or investment management issue according to the terms you request in the Addenda, which are attached to this Agreement and incorporated herein by reference. The Firm will provide you with an analysis and recommendations intended to guide you toward the achievement of your objectives. The Firm may limit its analysis to those areas indicated. The Client is informed that information regarding specific issues not revealed to, or analyzed by, the Firm may have a direct impact on the suitability or accuracy of specific Firm recommendations. The terms of engagement are referenced in the Addenda.

**Fees.** The Firm's fixed upfront and ongoing advisory fees (our advisory service is comprised of both ongoing financial planning and investment management) is clearly disclosed on the Advisory Service Addendum. The Firm's fixed stand-alone financial planning fee is clearly disclosed on the Financial Planning Addendum. Published fees are negotiable, and typically waived or discounted for associates and family members of the Firm. Fees are due as stated in the executed Addendum. Fees may be paid by check or draft from US-based financial institutions, credit or debit card through an unaffiliated processor, or via an account at the Client's custodian of record following the Client's written authorization and receipt of Firm notice (invoice). At no time will cash, money order or similar forms of payment be accepted. Per annum interest at the current statutory rate based on the state in which the Client resides may be assessed on fee balances due more than 30 days. The Firm reserves the right to refer past due accounts to collections or legal counsel for processing. The Firm may suspend services once an account is deemed past due.

**Service Provider Fees.** Any transactional or custodial fees assessed by the selected service providers and/or

individual retirement account or qualified retirement plan account termination fees are borne by the account holder. Fees paid to the Firm for its services are separate from any fees and expenses the Client may pay for mutual funds, exchange-traded funds, exchange-traded notes or other investments of this type. The Firm does not receive "trailer" or SEC Rule 12b-1 fees from a mutual fund company.

**Commissions.** The Firm does not receive commission payments involving any securities recommendation or transaction services. Nor does the Firm receive commissions for the sale of life insurance policies and annuities, although the principal member of the firm holds a license to sell life insurance and annuities and is able to provide advice and counsel on life insurance policies and annuities. The Firm and its associates take their fiduciary responsibilities seriously and make recommendations believed to be in the best interest of each client.

**Performance-Based Fees.** The Firm shall not receive performance-based fees for its advisory services.

**Termination of Services.** Either party has the right to terminate the engagement agreement at any time by communicating the intent to terminate in writing to the other party. The effective date of the termination shall be the date the termination is received by the other party, unless the termination states a later date, in which case the later date specified by the party which is terminating shall be the effective date. The Firm will not be responsible for investment allocation, advice or transactional services, except limited closing transactions, after the effective date of termination. Upon termination, it will be necessary that the Firm informs the custodian of record that the relationship between parties has been terminated. If the Client did not receive the Firm's Form ADV Part 2 brochure at the time of entering into the Firm's agreement, then the Client will have the right to terminate the engagement without fee or penalty within five business days after entering into the agreement. If the Client terminates a financial planning service after this five-day rescission period, the Client is assessed fees based upon the percentage of the total project that has been completed in the preparation of the Client's analysis

or plan. If the Client terminates Advisory Service after the five-day rescission period, the Client will be assessed fees on a prorated basis for services incurred either (i) as a new client, the date of the engagement to the date of the Firm's receipt of the written notice of termination, or (ii) all other accounts, the last billing period to the date of the Firm's physical or constructive receipt of written termination notice. If the Firm is unable to deduct its advisory fee from the Client's account at the custodian of record, then the Firm's earned fees will be due upon the Client's receipt of Firm invoice. The Firm will return any prepaid, unearned fees within 30 days of the Firm's receipt of termination notice. The Firm's return of payment to the Client for its financial planning services will be completed via check from the Firm's US-based financial institution, and the Firm will coordinate remuneration of any asset-based fees to the Client's investment account via the Custodian of Record.

**Conflict of Interests.** The Firm will provide disclosure throughout the term of the engagement regarding any material conflicts of interest which could be reasonably expected to impair the rendering of unbiased and objective advice. The Firm's Form ADV Part 2A and the Form ADV Part 2B brochure supplement describe roles and capacities an advisory representative may serve and the conflicts of interest that exist. The Client has the right not to act upon a recommendation. If the Client elects to do so, the Client has the right to complete these services through the service provider of the Client's choice.

**Client Representations.** The Client represents to the Firm the following and understands and agrees that the Firm is relying on these representations as an inducement to enter into this Agreement:

- The Client affirms to be legally empowered to enter into or perform this agreement.
- If this Agreement is established by a legal entity, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such entity, and that the Agreement is valid by way of resolution or amendment made by the entity to that effect, and authorizing the appropriate officer or director to act on its behalf in connection with this Agreement.
- The Client agrees to provide the Firm with the necessary information to provide the agreed upon services, including, but not limited to current contact information for Client, such as address, email and phone number.
- The Client agrees and acknowledges that the responsibility for financial planning decisions is theirs and that the Client has the right to not act upon, either wholly or in part, any recommendation or suggestion provided by the Firm.

- The Client affirms that the Firm performs services for other clients and may make recommendations to those clients that differ from the recommendations made to the Client. The Client affirms the Firm does not have an obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
- The Client affirms that the Firm obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which it may provide. The information and recommendations developed by the Firm is based on the professional judgment of the Firm and the information the Client provides to the Firm.
- The Client acknowledges and agrees that the Firm shall not be obligated to provide any services under this Agreement with or for the Client if, in the Firm's reasonable judgment, this would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency, or (ii) be inconsistent with any internal policy maintained by the Firm relating to its business conduct with its Clients.
- The Client acknowledges all investments involve risks and that some investment decisions will result in losses, including the potential for the loss of Client's principal that has been invested. The Client is hereby informed that the Firm cannot guarantee Client's investment goals or planning objectives will be achieved.
- If the Client account(s) served by the Firm contains only a portion of the Client's total assets, the Firm shall not be responsible for the supervision of those Client assets not set forth through this Agreement.
- The Client understands and agrees that the Firm will not be liable for any loss incurred as a result of the services provided to the Client by the Custodian of Record via the Client's instructions.

**Confidentiality of Information.** The Firm will regard any information provided by the Client as confidential and all recommendations and/or advice provided by the Firm shall be confidential, with disclosure only upon such terms and to such parties as designated by the Parties in writing or as required by law. The Firm's privacy policy statement is incorporated into Form ADV Part 2A.

**Multiple Clients.** In the event the Client is more than one individual, as indicated by multiple Client signatures to this Agreement, the Firm is authorized to accept the direction of either Party and such direction will be binding on all Clients who sign the Agreement. Individual accounts are by definition applicable to one individual (e.g., individual retirement accounts, etc.); thus, disclosure of account information shall be according to

the individual account holder's written authorization to the Firm on a form provided by the Firm for that purpose.

**Electronic Document Delivery.** Whenever practical, documents and information will be electronically delivered to the Client. Such documents and information include, but are not limited to, service agreements, account information, invoices, forms, revised advisory firm disclosures, and various types of general Client communications. Delivery mechanisms may include electronic mail (e-mail), firm website, portal, and secure data transmission services. The sending of electronic messages and/or information shall constitute delivery of the information, regardless of whether the Client chooses to read it. The Client may opt out of or revoke this consent to electronic delivery at any time by providing written notice to the Firm at its address listed below.

**Proxy Voting.** The Firm does not vote Client proxies. The Firm will instruct the selected service provider to forward to the Client all proxies and shareholder communications relating to their assets.

**Registration.** The Firm is an investment advisor registered with the state of North Carolina. The Firm may register, become licensed, or meet exemption to registration and/or licensing in other jurisdictions in which it may conduct investment advisory business. Any reference to the Investment Advisers Act of 1940, as amended, in any Client document does not imply or suggest registration with the United States Securities and Exchange Commission.

**Assignment.** Neither Party will assign this Agreement to any other person nor another entity without the other Party's prior written consent.

**Death or Disability.** If the Client is a natural person, the death, disability, or incompetency of the Client will not terminate or change the terms of this Agreement related to the management of the funds or assets covered by this Agreement. The Firm will continue to manage the funds until it receives other instructions from Client's authorized representative. If the Client is an entity that is not a natural person, dissolution or wrapping up of the entity will not terminate or change the terms of this Agreement related to the management of the funds or assets covered by this Agreement. Upon death or disability of Client, the Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving written notice to the Firm.

**Disputes.** A dispute, controversy, or claim that arises from this Agreement may be settled through direct negotiation, mediation, arbitration, or litigation. If direct negotiation fails, the Firm suggests, but does not mandate, that either mediation or arbitration pursuant to

JAMS' Streamlined Arbitration Rules and Procedures be considered as a mechanism for resolution. Each Party shall be responsible for the cost of its own legal representation at any proceeding. The parties agree that the venue for any dispute resolution or legal action shall be in a mutually agreeable location within the state of North Carolina. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith; therefore, nothing contained in this Agreement shall constitute a waiver of any rights that the Client may have under federal and state securities laws to pursue a remedy by other means.

**Other Services.** The Client acknowledges that the Firm does not and will not practice law or offer accounting services when providing financial planning or investment advice to the Client. The Client understands that none of the fees paid under this Agreement relate to such services and that it is the responsibility of the Client to obtain such advice if necessary.

**Captions and Headings.** The captions and headings of the paragraphs in this Agreement and its Addenda are only for convenience and shall not be used in construing or interpreting this Agreement.

**Severability.** Any term or provision of this Agreement which is invalid or unenforceable shall 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 which are valid and enforceable.

**Force Majeure.** An Event of Force Majeure means an event beyond the control of the Firm which prevents it from complying with any of its obligations under this Agreement, including but not limited to: acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of a service provider; or acts or threats of terrorism. The Firm shall not be considered in breach of this Agreement to the extent that performance of its obligation is prevented by an Event of Force Majeure that arises on or after the Effective Date of the Agreement. The Firm shall give notice to the Client of an Event of Force Majeure upon it being foreseen by, or becoming known to, the firm. If and to the extent that the Firm is

prevented from executing the agreed upon services by the Event of Force Majeure, the Firm shall be relieved of its obligations to provide the agreed services but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable and in accordance with good operating practices.

**Entire Agreement; Modification.** This Agreement constitutes the final, complete and entire Agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the

parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. This Agreement may be modified only by amendment in writing, and signed by the parties to this Agreement, which specifically states that the amendment modifies this Agreement.

**Governing Law.** This Agreement shall be governed by the laws of the state of North Carolina, and venue for any action hereunder shall be in North Carolina.

**The Client and Firm hereby agree to the terms of this Agreement. Client acknowledges receipt of Part 2A of Form ADV that includes the Firm's Statement of its Privacy Policy, in addition to Part 2B of Form ADV (brochure supplement) of their investment advisor representative. The Client is hereby informed that he/she has the right to terminate the contract without penalty within five (5) business days after entering into the contract.**

\_\_\_\_\_  
Print Client Name

\_\_\_\_\_  
Print Spouse/Partner/Joint Account Partner Name

\_\_\_\_\_  
Print Primary Email Address (Client's)

\_\_\_\_\_  
Print Secondary Email Address

**X** \_\_\_\_\_  
Client Signature and Date Signed

**X** \_\_\_\_\_  
Spouse/Partner/Joint Account Partner Signature and Date Signed

**If opting-out of email:** I hereby opt-out of consent to electronic delivery of documents. I understand that I will receive no formal written communications from the Firm via electronic means. Sign and date in white space below.

**ADDRESSES FOR NOTICES TO BE SENT**

Client: \_\_\_\_\_  
Number and Street, Town/City, State Zip Code

Firm: 2656 Norman Isle Drive, Denver, NC 28037

**X** \_\_\_\_\_  
Firm Managing Member Signature and Date Signed



## Advisory Service Addendum

**Term of Services:** Advisory Service engagements are considered ongoing and continuous until terminated by either Party under the terms of the Agreement. Ongoing financial planning is included in the fee for Advisory Service.

**Custodian of Record:** The Custodian of Record for the Account(s) is Charles Schwab & Co., Inc.

**Investment Authority:** Client accounts are managed on a discretionary basis. Discretionary authority allows the Firm to implement investment decisions, such as the purchase or sale of a security, or the reinvestment/rebalancing on behalf of the Client, without requiring the Client's prior authorization for each transaction in order to meet stated account objectives. This authority shall be granted by the Client through the execution of this Addendum, as well as the Custodian of Record's limited power of attorney form or clause that may be part of or an addendum to the Custodian of Record account opening document. The Custodian of Record will specifically limit the Firm's authority within the Client's account to the placement of trade orders and the request for the deduction of advisory fees.

**Fees Assessed:** A one-time, upfront fee of \$2,500, then a fixed fee of \$6,500 annually, paid by the Client quarterly (\$1,625 per quarter), in arrears.

The Firm shall not be entitled to cash or other Client assets held by the Custodian of Record, except those monies owed to the Firm in connection with its services as earlier described. Subject to the Custodian of Record's fee debit procedures, advisory fees will be payable first from free credit balances, if any, in the account(s) as designated and, second, from the liquidation of any money market funds. If such assets are insufficient to satisfy payment of the advisory fees, the Client authorizes the Firm to instruct the Custodian of Record to liquidate a portion of any asset in the applicable account to cover the advisory fee. In addition, the Firm will charge the Client for all fees and assessments associated with checks that are returned for insufficient funds. This includes, but is not limited to custodial/clearing firm fees or charges.

The first billing cycle will begin once this Addendum is executed by the Client. Advisory fees for partial quarters will be prorated based on the remaining days in the initial period in which the Firm advises the Client. Fee payments will generally be assessed within 15 calendar days following each quarter. In jurisdictions where required, the Firm will send the Client and Custodian of Record written notice (invoice) each billing period that describes the advisory fees to be deducted from the account at the Firm's request. The invoice will include the total fee assessed, covered time period, calculation formula utilized, and reference to the assets under management in which the fee had been based. The Client's written authorization is required in order for the Custodian of Record to deduct advisory fees from an account. By signing this Addendum, the Client is authorizing advisory fee deduction. In addition, the Client will sign the Custodian's account opening documents, which authorizes the Custodian to withdraw advisory fees and any of their transactional fees from the account. The Custodian will remit advisory fees directly to the Firm. Deducted fees and charges will be noted on account statements that the Client receives from the Custodian of Record. The Client is encouraged to verify the accuracy of fee calculations; the Custodian may not verify the accuracy of advisory fee assessments for each account or on a consistent basis.

Alternatively, the Client may request to directly pay the advisory fee in lieu of advisory fee being withdrawn from the investment account. The Client's direct payment must be received by the Firm within 15 days of Firm invoice.

**Payment Type [Initial One]**

Take fees from my account(s). \_\_\_\_\_ (Client Initials) \_\_\_\_\_ (Spouse/Partner/Joint Account Initials)

I will make direct payment of fees. \_\_\_\_\_ (Client Initials) \_\_\_\_\_ (Spouse/Partner/Joint Account Initials)

**The Client acknowledges receipt of Part 2 of Form ADV, that this Addendum represents an amendment to the Client Engagement Agreement (Agreement), and that all other terms and conditions of the original Agreement shall remain in full force and effect.**

**X** \_\_\_\_\_  
Client Signature and Date Signed

**X** \_\_\_\_\_  
Spouse/Partner/Joint Account Partner Signature and Date Signed

**X** \_\_\_\_\_  
Firm Managing Member Signature and Date Signed