



2975 West Executive Parkway, Suite 205, Lehi, Utah 84043

[www.evestia.com](http://www.evestia.com)

September 10, 2021

## **Evestia Client Agreement**

You (the “Client”) and Evestia LLC, an SEC registered investment adviser (“Evestia”), agree to enter into a financial advisory relationship which will allow Evestia to manage your brokerage account at such securities broker as Evestia may designate (the “Broker”). This Agreement is effective as of the first day such a brokerage account is opened and is ready to receive trading instructions from Evestia (the “Effective Date”) based upon the investment plan recommended by Evestia to Client (the “Plan”). In consideration of the mutual covenants herein, Client and Evestia agree as follows:

1. **Services.** Client retains Evestia to issue trading instructions and to manage a securities account established and owned by Client at Broker (the “Account”). Evestia shall manage the Account by issuing trading instructions to Broker to cause such Account to purchase and sell stocks, exchange traded funds (ETFs), mutual funds, and/or similarly traded instruments (“Securities”) pursuant to the Plan recommended by Evestia based on profile information specified by Client (“Investment Profile”) on [www.Evestia.com](http://www.Evestia.com) (the “Site”) as provided in this Agreement. Client grants to Evestia full discretion as to all investment decisions regarding the Account, including, but not limited to, authority to buy, invest in, hold for investment, own, assign, transfer, sell, exchange, trade in, lend, pledge, deliver and otherwise act for that Account, and to exercise, in Evestia’s discretion, all rights, powers, privileges and other incidents of ownership with respect to Securities in that Account. Evestia will not have any duty or obligation to advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving Securities held in or formerly held in the Account or the issuers of Securities.

Notwithstanding anything in this Agreement to the contrary, Evestia shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Securities or payment of any funds held in that Account to itself or to direct any disposition of such Securities or funds except to Client, for countervalue or as provided in Section 8 (entitled “Payment of Fees”).

2. **Power of Attorney.** To enable Evestia to exercise fully its discretion and authority as provided in Section 1, Client hereby constitutes and appoints Evestia as Client’s agent and attorney-in-fact with full power and authority for Client and on Client’s behalf to buy, sell and otherwise deal in Securities and contracts relating to same for the Account. Client further grants to Evestia as Client’s agent and attorney-in-fact full power and authority to do and perform every act necessary and proper to be done in the exercise of the foregoing powers as fully as Client might or could do if personally present. This power of attorney is coupled with an interest and shall terminate only on termination of this Agreement or on

receipt by Evestia of written notice of the death, incapacity or dissolution of Client.

3. Representations and Warranties.

(a) Client represents and warrants to Evestia and agrees with Evestia as follows:

i. Client has the requisite legal capacity, authority and power to execute, deliver and perform his or her obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms. Client's execution of this Agreement and the performance of his or her obligations hereunder do not conflict with or violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise. If the Client is an entity, the trustee, agent, representative or nominee (the "Client Representative") executing this Agreement on behalf of Client has the requisite legal capacity, authority and power to execute, deliver and perform such execution and the obligations under this Agreement as applicable. Specifically, if the Client is a corporation or partnership, the individual signing this Agreement has been authorized to execute this Agreement by appropriate corporate or partnership action, and if this Agreement is entered into by a trustee or fiduciary, the trustee or fiduciary has authority to enter into this Agreement and that the services described herein are authorized under the applicable plan, trust or law. Client will deliver to Evestia evidence of Client's authority on Evestia's request.

ii. For Entity Clients: If Client Representative is entering into this Agreement, Client and Client Representative understand and agree that the representations, warranties and agreements made herein are made by Client both: (a) with respect to Client; *and* (b) with respect to the Client Representative.

iii. Client is the owner or co-owner of all cash and Securities in the Account, and there are no restrictions on the pledge, hypothecation, transfer, sale or public distribution of such cash or Securities.

iv. Client may be a natural person (or persons) or an entity.

v. Client acknowledges that a Plan may include only a single ETF for each asset class within the Plan, with each ETF playing a necessary role in the overall investment strategy and, therefore, Client understands and acknowledges that there can be no exclusions or restrictions of ETFs recommended as part of the Plan.

vi. Client will provide Evestia with accurate information about Client's identity, background, net worth, investing timeframe and other risk considerations in the Investment Profile and will timely update that information as Client's circumstances change.

**vii. As of the Effective Date, and at all times during the term of this Agreement, none of the Account's assets are or will be assets of "employee benefit**

**plans” within the meaning of the Federal Employee Retirement Income Security Act of 1974, asamended.**

(b) Client understands and agrees that (A) Evestia does not guarantee the performance of the Account, is not responsible to Client for any investment losses, and the Account is not insured against loss of income or principal; (B) there are significant risks associated with investing in Securities, including, but not limited to, the risk that the Account could suffer substantial diminution in value, and this risk applies even when the Account is managed by an investment adviser; (C) the past performance of any benchmark, market index, ETF, or other Security does not indicate its future performance, and future transactions will be made in different Securities and different economic environments; and (D) Evestia will cause the Account to invest in Securities in essentially the proportions set forth by the Plan (subject to the profile information received from Client), and provide only the specific reviews and restrictions described in this Agreement, and will not otherwise review or control such Account. There are significant risks associated with any investment program.

i. Client understands and agrees that Evestia’s sole obligation hereunder or otherwise is to manage the Account in accordance with the Plan designated by Evestia for Client, and Client has not engaged Evestia to provide any individual financial planning services, notwithstanding any duty or obligation Client Representative may have to an entity Client. Client understands and agrees that Evestia is not responsible for any losses in an Account, as provided in Section 10, and Evestia may at any time in its sole discretion determine that a Plan may require reallocation of Securities.

ii. Client understands and agrees that the Account will be managed solely by Evestia issuing trading instructions to Broker to cause the Account to follow the Plan. An Account’s transactions may be executed by Broker at approximately the same time as other client accounts managed by Evestia in accordance with other Evestia Client Plans, and if the transactions are large in relation to the trading volume on that particular day, the price may be different than it would be for the execution of a smaller transaction.

iii. Client understands and agrees that Evestia is not responsible to Client for any failures, delays and/or interruptions in the timely or proper execution of trades or any other orders placed by Evestia on behalf of Client due to any or all of the following, which are likely to happen from time to time: (A) any kind of interruption of the services provided by Broker or Evestia’s ability to communicate with Broker; (B) hardware or software malfunction, failure or unavailability; (C) Broker system outages; (D) internet service failure or unavailability; (E) the actions of any governmental, judicial or regulatory body; and/or (F) force majeure.

iv. Client understands and agrees that an Account’s composition and performance may be different for a variety of reasons from those of any initial Plan recommendation to a Client. These differences can arise each time the Plan is adjusted or rebalanced, including, but not limited to, the following instances: (A) when the Account is established and the initial Securities positions are established; (B) when Client contributes additional capital to such Account; (C) when Client revises his/her Investment Profile and causes Evestia to recommend a new Plan or revise the existing Plan; (D) each time the Advisory Fee (described in Section 5) is charged and paid from such Account; and (E) any

time Evestia adjusts its algorithm by which the composition of the Account is maintained as specified for the Plan. On any such adjustment, Evestia may adjust the Plan in its discretion to approximate the composition specified in the Plan as closely as reasonably practicable based on the conditions at the time.

v. Client understands and agrees that the prices of Securities purchased or sold for the Account may be less favorable than the prices in similar transactions for other Evestia Clients for whom Evestia has designated different Plans.

4. Confidentiality. Except as required by law or requested by regulatory authorities, Evestia agrees to maintain in strict confidence all of Client's non-public personal and financial information that Client furnishes to Evestia, except for information that Client explicitly agrees to share publicly. Client acknowledges receipt of Evestia's Privacy Policy available at [www.Evestia.com/legal](http://www.Evestia.com/legal).

5. Advisory Fee.

(a) Evestia's software-based investment advisory service charges an annualized fee of 1.00% (the "Advisory Fee") of Client's assets under management. The fee schedule can be found on Evestia's website at [www.Evestia.com/Fees](http://www.Evestia.com/Fees). Annual fees are charged monthly. Evestia's advisory fees are not paid in advance. Fees are charged in arrears and accrue daily and deducted from Clients' Accounts each month. A daily advisory fee is calculated by dividing the annual fee rate by 365 (or 366) days in a year multiplied by the daily net market value of the Client's Account. The advisory fee for a calendar month is equal to the total of the daily fees calculated during that month (less any deductions or fee waivers) and is deducted from Client Accounts the following month. The fees will be billed by and deducted by Broker directly. Evestia will promptly notify Client of any increase or decrease in the Advisory Fee. An increase in the Advisory Fee will be effective for the Account starting in the next month that begins at least 30 days after Evestia sends or posts such notice. A reduction in the Advisory Fee will be effective for the Account starting in the next month following its reduction.

i. If Client closes the Account, withdraws the entire balance of the Account, or otherwise terminates this Agreement on any date other than the last business day of the month (except under the circumstances covered by Section 5(b)), Client shall pay any outstanding aggregate daily fees for the period from the day immediately following the last day of the last calendar month for which Client has paid, through the effective date of such withdrawal or termination, as of such effective date.

(b) If, for any reason, Evestia shall close and liquidate all the positions held in the Account, Client may receive the proceeds of the liquidated portion of the Account, and this Agreement shall terminate.

(c) If for any reason there is insufficient cash available in the Account to cover Evestia's fees at the time they are charged and deducted from the Account, Evestia, in its sole discretion, may cause Securities in the Account to be liquidated to cover its fees.

(d) Evestia reserves the right, in its sole discretion, to reduce or waive the Advisory Fee for certain Client Accounts for any period of time determined by Evestia. In

addition, Client agrees that Evestia may waive its fees for the Accounts of Clients other than Client, without notice to Client and without waiving its fees for Client.

6. Valuation. The assets in the Account will be valued by Broker as the Account custodian and such Broker shall also execute all trades.

7. Responsibility for Expenses. There are no trading fees pursuant to the Plan recommended by Evestia, however The Account shall be responsible for other expenses related to the Account, including, but not limited to ETF fees, select custodial fees, and bank service fees.

8. Payment of Fees. Evestia may, in its discretion, either (a) cause the Account to pay to Evestia any amount owing to Evestia under this Agreement or (b) bill Client for such amount, in which case Client shall pay such amount to Evestia within ten days of Client's receipt of such bill. If Evestia causes the Account to pay Evestia directly, Evestia will inform Broker of the amount of the Advisory Fee to be paid to Evestia directly from the Account and notify Client, after the Advisory Fee has been charged, the amount of the Advisory Fee and the net market values of Client's assets on which the Advisory Fee has been based. Notification to Client will be through Client's user account on the Site or by email at the address(es) provided by Client to Evestia.

9. Broker to Be Used

All transactions shall be executed by Broker as the custodian of the Account. Client understands and agrees that Evestia's brokerage practices shall be consistent with the disclosure in Evestia's Form ADV Part 2 (available at [www.Evestia.com/legal](http://www.Evestia.com/legal)) as amended from time to time. Client represents and warrants that Client is satisfied with the terms and conditions (including, but not limited to, fees) relating to all services to be provided by Broker. Evestia shall not have any responsibility for obtaining for the Account the best prices. Client recognizes that Client may not obtain rates as low as it might otherwise obtain if Evestia had discretion to select broker-dealers other than Broker.

10. Account Losses. To the extent permitted under applicable law, Client understands and agrees that Evestia will not be liable to Client for any losses incurred by Client that arise out of or are in any way connected with any Securities transaction or other act or failure to act of Evestia under this Agreement, including, but not limited to, any tax liability asserted against Client by any federal, state or local authority with respect to the Account, so long as such recommendation or other act or failure to act does not constitute a breach of Evestia's fiduciary duty to Client. Client (and in addition, for entity accounts, Client Representative) shall indemnify and defend Evestia and Evestia's directors, officers, shareholders, employees and affiliates and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred, by reason of any act or omission of Client or Broker or any custodian, broker, agent or other third party selected by Evestia in a commercially reasonable manner or selected by Client, except such as arise from Evestia's breach of fiduciary duty to Client. In addition to the above indemnities, for entity Clients, the Client Representative shall further indemnify and defend Evestia and Evestia's directors, officers, shareholders, employees and affiliates and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are

incurred, resulting from or in connection to Client's assertion of Client Representative's lack of proper authorization from Client to enter into this Agreement. Anything in this Section 10 or otherwise in this Agreement to the contrary notwithstanding, however, nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

11. Termination; Withdrawals. This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by Client to Evestia through the Site and by Evestia to Client through the primary email address in Client's Account Application as Client shall update from time to time. Client may withdraw all or part of the Account by notifying Evestia at any time provided that all partial withdrawals comply with Evestia's required Account minimums as posted on the Site and updated from time to time, unless Evestia otherwise consents in advance. Client's withdrawal of all of the Account under this Agreement will terminate this Agreement. Upon termination of this Agreement, Sections 8 (only as to fees accruing prior to termination), 10, 16 and 17 shall survive such termination. Client understands and agrees that Evestia may determine to liquidate immediately all holdings in the Plan.

12. Account Statements. Client will receive account statements from Broker, which are the official records of the Account. Evestia may also provide information about the Account from time to time.

13. Independent Contractor. Evestia is and will hereafter act as an independent contractor and not as an employee of Client, and nothing in this Agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between Evestia and Client.

14. Assignment. Evestia may not assign this Agreement without the prior consent of Client, and, if applicable, the consent of any additional authorized signatories on behalf of Client, if and to the extent that such consent is required under the Investment Advisers Act of 1940, as amended, if applicable, or any applicable state law. In the event of an assignment by Evestia, Evestia shall request written consent(s) of Client within a specified reasonable time (which shall not be less than thirty (30) days). If Client does not respond to such request within the time specified, Evestia shall inform Client that the proposed assignee will continue the advisory services of Evestia for a specified reasonable time (which shall not be less than thirty (30) days), and if Client does not respond to such second notice from Evestia, Client's continued acceptance of investment management services from the proposed assignee shall constitute Client's consent(s) to the assignment. This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

15. Delivery of Information. Client acknowledges electronic delivery of Evestia's brochure that would be required to be delivered under the Advisers Act (including the information in Part 2 of Evestia's Form ADV), which is available on the Site and provided here by link:

[www.Evestia.com/legal](http://www.Evestia.com/legal).

If Client received such information less than forty-eight (48) hours prior to entering into this Agreement, this Agreement may be terminated by Client without penalty within five (5) businessdays from the Effective Date. On written request by Client, Evestia agrees to annually deliver electronically, without charge, Evestia's brochure required by the Advisers Act.

16. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Utah.

17. Arbitration. **The parties waive their rights to seek remedies in court, including any right to a jury trial.** The parties agree that any dispute between or among any of the parties arising out of, relating to or in connection with this Agreement or the Account, shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Arbitration Rules and Procedures. The arbitration hearing shall be held in the Davis County, State of Utah. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the Securities business. The parties agree that the arbitrator shall apply the substantive law of Utah to all state law claims, that limited discovery shall be conducted in accordance with JAMS' Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with JAMS' Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction as provided by law.

18. Notices. All notices and communications under this Agreement must be made through the Site or by email. Evestia's contact information for this purpose is [hello@Evestia.com](mailto:hello@Evestia.com), and Client's contact information for this purpose is contained in Client's user account on the Site and the primary email address(es) in Client's Account Application as Client shall update from time to time.

19. Severability and Amendment. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof. Client acknowledges that Evestia may amend this Agreement from time to time by notifying Client by email or message to Client's Evestia user account, which amendment will be effective immediately (except as provided in Section 5(a)).

20. Waiver or Modification. Evestia's waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall Evestia's waiver or modification granted on one occasion be construed as applying to any other occasion.

21. Entire Agreement. This Agreement is the entire agreement of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral

negotiations, correspondence, agreements and understandings (including any and all preexisting investment management agreements, which are hereby cancelled). However, the parties may choose to enter into separate agreements between them regarding different subject matters or investment programs.

22. No Third-Party Beneficiaries. Neither party intends for this Agreement to benefit any third party not expressly named in this Agreement.

CLIENT HEREBY WARRANTS AND ACKNOWLEDGES THAT CLIENT HAS CAREFULLY READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT, AND AGREES TO THE TERMS AND CONDITIONS HEREOF.