



# *Harbour Investments, Inc.*

## *Asset Management Services Agreement*

### THE COMPANY

Harbour Investments, Inc. ("HII") is an investment advisor registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940. HII is also a broker/dealer registered with Financial Industry Regulatory Authority (FINRA) and is incorporated in the state of Wisconsin. HII offers its advisory services to financial planners, businesses, endowment funds, banks and thrift institutions, qualified plans and individuals. The advisory services offered under the terms of this Agreement will be referred to as Asset Management Service ("Primary Service") and will be offered to the client(s) by HII and its Investment Advisory Representatives ("IARs").

### PRIMARY SERVICE

HII's Primary Service is performed on a non-discretionary basis unless discretionary trading authority is executed within this agreement or other authorization. Neither HII nor IAR takes custody of the clients' funds or securities. Under the terms of the Agreement, HII is engaged in the business of providing Asset Management Services including asset allocation, portfolio aggregation and rebalancing. The client(s) shall be free either to follow or to disregard any advice provided by HII and shall be responsible for deciding what advice to act upon and when to act upon it. Generally, transaction-based commissions will not be charged except for "ticket charges" which will be disclosed to the client(s) before trades are executed. In instances where a commission is charged, they may be netted against the fee charged pursuant to this Agreement. (See *Advisory Fee Structure*)

### ASSET-MANAGEMENT SERVICES

Asset-based management services are provided by HII and IAR for the client(s) desiring to have their securities portfolio, or financial situation, designed and managed on a continuous basis with regular report generation and ongoing review, analysis and modification. HII and IAR will also arrange for execution of investment transactions for, and custody of assets in the name of the client's account ("Account").

The client(s), at the time of entering into Agreement with HII, designates the investment objectives desired. Investment objectives include, but are not limited to growth, income, growth and income or other specifically named objectives. If the client's objective for an account(s) is different than the objective listed on the HII Customer Investment Profile form then the clients objective for each account should be listed in the special instructions section of this agreement. Upon the client(s) approval, HII and IAR will invest securities, cash and/or other assets held in the Account with due regard for the investment objectives and restrictions identified by the client(s). Investments may be made according to the client(s) identified risk tolerance and investments objectives in securities which include, but are not limited to, common or preferred stocks, exchange-traded funds, options, warrants, rights, corporate, municipal or government bonds, load and no-load mutual funds, UITs, CDs and annuities. All or a portion of the Account may be held in cash or cash equivalents including securities issued by money market mutual funds.

The IAR will be available to consult with and respond to questions of the client(s) as well as any advisors whom the client(s) so designates concerning the recommendations and/or general suggestions contained in the reports. Fee-based advisory accounts may result in higher fees to the client(s) over the term of the account than if the client(s) were to establish a commission-based account. Specific reasons for choosing an estimated higher fee-based account over a commission-based account must be identified by the client(s).

### DISCRETIONARY TRADING AUTHORIZATION

The client(s) initials on the last page of this agreement authorizes the IAR as the agent and attorney-in-fact (the "Agent"), with full power and authority to buy, sell (including short sales and liquidations), exchange, convert and otherwise trade in stocks/ETFs (non-penny stock), options, UITs, bonds, municipal bonds, mutual funds, CDs and US Treasury instruments whether directly or indirectly through investments in managed investment products on margin or otherwise, in one or more accounts maintained through Harbour Investments, Inc.

In all such transactions, Harbour is hereby authorized to follow the instructions of the Agent; the Agent is authorized to act on behalf of the client(s) in the same manner and with the same force and effect as the undersigned might or could with respect to such transactions, the making and arranging deliveries and with respect to all other things necessary or incidental to the furtherance and/or conduct of the account. This authorization does not grant IAR permission to take delivery or possession of the client's funds or securities. This authorization is a continuing one and shall remain in full force and effect until revoked by the client(s), or an authorized person on the client(s) behalf, or by the IAR pursuant to the provisions of this agreement. This Authorization shall automatically terminate upon the death of the client(s). The provisions hereof shall be in addition to and in no way limit or restrict any right which Harbour may have under any agreement with the client(s). Each of the client(s) hereby agrees to the terms and conditions as set forth in this Discretionary Trading Authorization. This Discretionary Trading Authorization / Power of Attorney shall be construed according to the laws of the State of Wisconsin.

## RESOURCES

IARs obtain technical and analytical information from daily, weekly and monthly publications as well as computerized news and market retrieval services. The IAR assembles and interprets this data in light of the client's financial resources and investment objectives and based on this information, the IAR makes recommendations to the client(s). This process is subject to HII supervisory review and at its sole discretion, will make the final determination with respect to any IAR recommendation made to the client(s).

## CONFLICTS OF INTEREST

HII's investment advisory services are marketed and sold by its officers, employees and through its sales representatives who may or may not have advisory capacity in connection with recommendations. The IAR is also a registered representative of the Broker/Dealer. These roles result in a conflict of interest for HII and/or its IARs in at least the following ways. An IAR, acting as a registered representative of HII, effectuates securities transactions based on recommendations. The IAR/ registered representative is generally paid a commission for such transactions separate and apart from management fee compensation. Other remunerations received by HII and/or its IARs may be in the form of dealer concessions, marketing fees, reimbursement for costs and expenses, promotional payments, 12b-1 fees or other compensation generated by mutual funds, variable annuities, or the purchase or sale of securities as outlined in the respective prospectuses given to the perspective the client(s) at the time of meeting. Additionally, if the client(s) chooses management services which include investment in a product that offers a dealer concession, 12b-1 fee or any other compensation to an IAR or HII there are often additional fees and charges as a result. This includes administrative fees on credit balances from brokerage firms. An IAR sometimes receives gifts or trips as incentives for volume production. Any and all these payments to HII, its representatives and/or its IAR represent a conflict of interest since it incentivizes HII and its personnel to recommend products and services that pay such remuneration. The client(s) are advised of this fact. They are also advised that they are not obligated to accept any recommendation from HII, its registered representatives or IARs. Products and services which do not have accompanying payments to HII, and its personnel are available and may be elected by the client(s) in lieu of any other recommendation. Further information concerning conflicts of interest is available in HII's ADV which it makes available to its clients.

## FEES AND EXPENSE CONSIDERATIONS

Management fees to both HII and a mutual fund or annuity company are typically charged by each entity. This results in a layering of fees which will impact the overall return on an investment. This should be considered when determining the overall cost of an investment. Likewise, expenses of both HII, as well as mutual funds and annuities, are charged as separate expenses of each entity. Together with the management fees, these expenses also have an impact on the overall investment return. All fees and expenses should be considered in the aggregate before investing. A breakdown of all fees and expenses is disclosed in the respective prospectuses of mutual funds and annuities as well as in HII's ADV. These should be reviewed by the client(s) with his or her IAR before investing.

## ADVISORY FEE STRUCTURE

Fees shall be paid on accounts listed in this Agreement and/or accounts included under Harbour's Addendum. Fees may be billed in advance/arrears on a monthly basis or in arrears on a quarterly basis. The fee is calculated based on the value of the account on last day of the month unless otherwise notated in this agreement. Annual billing is permitted but may not be billed for \$500 or more if it represents advisory services to be rendered six months or more in advance. Fees for assets under management may be waived where a commission is associated with a trade execution. Occasionally, other fees may be waived or offset against commissions in instances where substantial repositioning of the client's portfolio has generated commissions to HII.

Within the Special Instructions section below, the IAR may disclose a Blended Fee. Blended Fees are fee schedules where assets are charged a certain percentage up-to the designated asset valuation threshold, then a different percentage on the assets valued up-to the next threshold, and so forth. There can be multiple thresholds disclosed below. As an example: a blended fee of 1.5% up-to \$500,000, 1.0% for \$500,000 up-to \$1,000,000, and 0.5% for \$1,000,000 or more. Based on a \$2,000,000 account the annual fee would be charged as follows: \$7,500 for the assets up to \$500,000, \$5,000 for the assets valued between \$500,000 and \$1,000,000, and \$5,000 for the assets valued between \$1,000,000 and \$2,000,000. The total annual fee for this example would be \$17,500.

### Negative Cash Balance/Unpaid Fees

In the event of an account having a negative cash balance or insufficient funds to pay fees HII reserves the right to liquidate a value of approximately one year's worth of Advisory fees. HII will consider the following factors in selecting which product(s) to liquidate: tax status of account, unrealized gains/losses, settlement time, liquidity of product, size of position and potential impact to existing models or risk tolerances. Prior to liquidating HII will contact the advisor to work with the client to resolve the negative cash balance or unpaid fee.

### SAFEGUARD OF NONPUBLIC INFORMATION

The client(s) hereby agrees to furnish HII and IAR with all current information and any relevant information which they may request in order to analyze his or her financial and investment situation. All information given to HII and IAR, the client's portfolio holdings and all recommendations and advice furnished to the client(s) shall be regarded by each as confidential.

### PROCEDURE

The client(s) shall be at liberty either to follow or disregard, wholly or partially, any information, recommendation, or advice given by the Advisor. The Client shall make and be fully responsible for all decisions relating to the advice given. HII shall not enter any trade on behalf of the client(s) unless the discretionary trading authorization is on file or the client(s) has specifically authorized the trade.

### LIABILITY

The client(s) understands that HII shall act in good faith and shall not be liable for any loss incurred in connection with recommendations or investments or other action taken on behalf of the account due to errors of judgment or by reason of its advice including action taken or omitted prior to a written notice of termination. HII shall not be excluded from liability for losses occasioned by reason of its willful malfeasance, bad faith, or gross negligence in the performance of its duties, or by reason of its reckless disregard of its obligations and duties hereunder; provided; however, that nothing in this Agreement shall constitute a waiver or limitation of any rights that the client(s) may have under applicable Federal or state law. HII shall not be responsible for any loss incurred because of any act or omission of the client(s), a custodian or any other broker-dealer.

### TERMINATION AND REQUIRED DISCLOSURES

Either party may terminate this Agreement at will; upon written notice to the other and termination is effective upon receipt of such notice provided to the recipient. Upon termination of Agreement, the client(s) agrees to pay HII all fees contractually owed by the client(s) and HII may refund any net balance paid under the Agreement for services not yet rendered, upon request.

If the client(s) has not received the ADV Part II Brochure at least 48 hours prior to signing Agreement, the client(s) shall have the right to terminate this Agreement without penalty within five (5) business days of the date of this Agreement.

This Agreement is effective upon Harbour's review and acceptance of a fully executed Agreement by and between the client and the IAR. Upon HII review and acceptance, the IAR shall have access to a copy of the Agreement for the time period required by statute. HII will make efforts to provide the client notice in the event that the client's IAR relations has been transferred to another IAR branch within Harbour or if the advisor leaves Harbour. However, in compliance with Section 205(a)(2) of the Advisers Act, this contract may not be assigned to another RIA without the client's consent.

Amendments: Harbour or the IAR may, at times, make amendments to this agreement. Amendments are necessary to allow for continuity of service during policy or regulatory changes. These amendments will be limited to changes which do not materially disadvantage the client(s) or the nature of services received. As an example: a reduction in fees or a change in fee billing

frequency would not be considered to materially disadvantage the client(s). However, an increase in fee rate would require disclosure and client(s) approval.

Electronic Delivery: Harbour and the IAR will, at times, communicate with you via electronic means. Specifically, you may receive reports, notices, statements, and other communications via email or text message. Any notice sent electronically shall be deemed delivered upon transmission by Harbour or the IAR.

Adequate Information: The client(s) have been provided access to a current prospectus/offering material/fact sheet for all investments applied for. The client(s) understand it is their responsibility to review the investment objectives and risks for which they are considering. The client will receive account statements from their selected custodian, it is the client's responsibility to review these statements and notify their IAR in the event of error or misunderstanding. Dividends and capital gains may be taxable on this investment, please consult your tax adviser on any tax issues.

Share Class Conversion: Except as otherwise specifically approved by Harbour in writing, Harbour and IAR, when recommending mutual fund investments, will not recommend or invest the client(s) assets in any mutual fund which offers 12b-1 fees as compensation to HII and/or its IARs when a lower cost or no cost mutual fund offering the same investments (sometimes referred to as "adviser" or institutional share class funds) are available for purchase. Any 12b-1 fees received by HII shall be reimbursed to the client(s). At all times, the client(s) are free to reject any HII recommended investment for any reason including but not limited to HII and/or its IAR's receipt of non-HII compensation as described above. Harbour regularly monitors share class holdings to make sure proper disclosure and appropriate share classes for each client(s) are being held in the account(s).

Alternative / Limited Liquidity Products: The purchasing of "Fee-Based Annuities", "Alternative Investments", "Complex Products" or "Investments with Limited Liquidity" do not fall under the general discretionary trading authority and may require signed acknowledgment of fees, risks and liquidity from the client(s). Annuities are a contract between the client(s) and insurance company, annuities with commission expenses removed are known as "Fee-Based Annuities". These types of annuities are typically variable annuities or fixed indexed annuities. These products may have complex benefits and may have minimum holding periods. Discretionary trading does apply to the subaccount transactions of the fee-based annuities.

"Alternative Investments" are assets to provide diversification from conventional investment types but come with additional risks; these products include, but are not limited to non-traded REITs, non-traded BDC, non-traded closed-end funds. These products will have further disclosures of product features that will be provided to the client(s) for acknowledgment.

"Complex Products" or structured products tend to be more complex than traditional investments and have different risks associated with them. They often allure investors with special features or higher returns, and it is crucial to understand each investment's distinct features, risks and rewards. Products include, but are not limited to dual directional notes, an event linked securities, principal protection bonds, reverse convertibles, leveraged ETFs or inverse ETFs.

"Investments with Limited Liquidity" do not fall in the above categories but have features that limit the availability to sell shares for cash. The most common product in this category is the interval mutual fund. The use of these products may be recommended to the client(s) based on their objectives and risk tolerance. The client(s) will have the right of refusal in the utilization of these products by providing notification to the advisor. If requested, further information and availability of these products can be provided.



# Harbour Investments, Inc. Asset Management Services Agreement

This Asset Management Services Agreement ("Agreement") is made by and between Harbour Investments, Inc. ("HII"), a Wisconsin Corporation, a Registered Investment Advisor ("RIA") registered with the Securities and Exchange Commission ("SEC"), its Investment Advisor Representative(s) ("IAR") identified on the signature page below, and the client(s) identified on the signature page ("Client"). I/we have read the Agreement, Asset management Agreement Disclosures and received Harbour Investments, Inc. ADV Part II Brochure, in accordance with Rule 204-3 of the Investment Advisers Act of 1940. I/we fully understand the various provisions set forth as they affect the services rendered by HII and the parties hereto have duly executed this Agreement. The effective date of this Agreement is the date signed by the client(s).

**ASSETS UNDER MANAGEMENT**

The following assets/account(s) shall be covered under the terms of this AGREEMENT. I/we do hereby authorize for a fee(s) to be deducted from the following account(s):

Custodian/Program/ Platform Name(s)	Account Number	Client Name & Account Type	Current Value	Excluded Account/ Asset <sup>1</sup> Yes/No
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
<b>Total Current Assets</b>			\$	

<sup>1</sup> If yes, please list assets below in the special instructions.

**ASSET MANAGEMENT FEE SCHEDULE**

Annual Fee Amount % of AUM or Flat \$ Amount	Frequency of Billing Monthly, Quarterly, Etc.	Advance or Arrears	Ticket Charges (TC) bill to (Advisor or Client)	Trading Fees - (if ABF <sup>2</sup> submit addendum)
				Ticket Charges

<sup>2</sup>Asset-based Fee

**SPECIAL INSTRUCTIONS:** (Master billing, Advisory VA, excluded assets, blended fee schedule, other.....)

*Advisory VA: If managing an Advisory VA, special instructions must specify if fees will be pulled from VA or another account.  
Excluded Assets: Special instructions must indicate account number (or account type) and symbol (or description) of asset(s) to be excluded from fee calculation.*

**CLIENT REASON FOR CHOOSING FEE-BASED MANAGEMENT ACCOUNT** (Check all applicable)

- Familiar with fee-based type account
- Advisor's compensation based on the value of the account
- Ability to move between mutual fund families without a front-end sales load
- Access to institutional share class of mutual funds
- Others (Please Specify) \_\_\_\_\_

**SERVICES PROVIDED FOR CONSULTATIVE FEE-BASED MANAGEMENT** (Check all applicable advisory services)

- |   |   |
|---|---|
| <input type="radio"/> Asset Allocation Formation and/or Rebalance Account | <input type="radio"/> Analysis/coordinate with tax professional |
| <input type="radio"/> College/Education Funding Analysis                  | <input type="radio"/> Net Worth and Cash Flow Statement         |
| <input type="radio"/> Coordinate Investment Accounts                      | <input type="radio"/> Insurance Review                          |
| <input type="radio"/> Develop and Review Investment Policy Statement      | <input type="radio"/> Review/Manage Employer Sponsored 401K     |
| <input type="radio"/> Estate Planning/coordinate with attorney            | <input type="radio"/> Manage/Monitor Accounts                   |
| <input type="radio"/> Others (Please Specify) _____                       |   |

Discretionary Trading

The IAR will manage the client’s advisory account(s) on a discretionary basis and have limited power of attorney to execute transactions on behalf of the client(s) without obtaining the client(s) consent prior to every transaction. This authority is limited to performing transactions in the client’s managed account(s) within the agreement.

Discretionary Trading for Alternative/Limited Liquidity Products

Client(s) authorizes IAR to purchase/sell/exchange alternative/limited liquidity products as defined on page four of this agreement.

Client Acknowledgement

The client(s) hereby makes the following representations about informed consent of the receipt of certain information from Harbour: I (we) acknowledge receipt of Harbour’s Form CRS and understand its contents. I (we) agree to receive, and have received, delivery of Harbour’s Best Interest Disclosure by visiting <https://harbourinv.com/clients/regulation-bi/>.

Terms Agreement

By checking the checkbox as part of the digital account opening process, client(s) agrees to terms within this agreement. Client(s) consent to use of electronic signatures and records as part of the account opening/maintenance process.

The IAR named below, have disclosed to the client(s) all material components of the fee-based program, including the fee schedule, services provided, and the fact that the program may cost more than paying for the services separately or establishing a commission-based account. The IAR is properly licensed and have met the appropriate state and federal examination requirements for conducting IAR services in the client's state of residence.

X \_\_\_\_\_  
IAR Name

\_\_\_\_\_  
IAR Number