

Stirlingshire RIA LLC

ADVISORY CONTRACT

15 W 38TH ST. #704
NEW YORK CITY, NY, 10018

01/14/2026

The undersigned ("Client"), being duly authorized, has established an account (the "Account") with, and hereby agrees to engage, Stirlingshire RIA LLC ("STIRLINGSHIRE") on the following terms and conditions.

I. Appointment of STIRLINGSHIRE.

Client hereby appoints STIRLINGSHIRE as investment adviser for the Account. Client agrees to promptly notify STIRLINGSHIRE in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Account and to provide STIRLINGSHIRE with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

II. Services by STIRLINGSHIRE.

By execution of this Agreement, STIRLINGSHIRE hereby accepts the appointment as investment adviser for the Account and agrees, as of the effective date set forth in the signature page below, to provide the services indicated below:

- (a) ___/___ supervise and direct the investments of the Account in accordance with the investment objectives of Client
- (b) ___/___ appraise and review investments of the Account

It is understood and agreed that STIRLINGSHIRE, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person.

III. Authority.

(Discretionary Investment Management)
___/___ Client authorizes STIRLINGSHIRE to investigate, purchase, and sell on behalf of Client, various securities and investments. STIRLINGSHIRE is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase. Client may, however,

terminate the discretionary authority of STIRLINGSHIRE immediately upon written notice.

IV. Client Accounts.

Client has opened or will open an account with a custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. Client understands that, at this time, STIRLINGSHIRE has selected Apex Clearing Corporation to be its custodian. Accounts will be held at Stirlingshire's affiliated introducing broker-dealer, Stirlingshire Investments BD LLC, which provides brokerage services for the Account, and opening and maintaining an account with this custodian (APEX) and introducing broker dealer (STIRLINGSHIRE Investments BD LLC) is required in order to receive advisory services from Stirlingshire. The Custodian at the time this Agreement is executed is identified in Exhibit II hereto. All funds/securities will be delivered between Client and the Custodian only. Client hereby authorizes STIRLINGSHIRE to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account. Notwithstanding the required custodial and brokerage arrangement described above, STIRLINGSHIRE remains subject to its fiduciary duty to the Client, including its obligation to seek best execution of client transactions and to periodically review the reasonableness of execution quality and costs in light of this structure.

V. Service to Other Clients.

It is understood that STIRLINGSHIRE may perform investment advisory services for various clients and that the services provided by STIRLINGSHIRE are rendered on a non-exclusive basis. Client agrees that STIRLINGSHIRE may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account. Nothing in this Agreement shall be deemed to confer upon STIRLINGSHIRE any obligation to acquire for

the Account a position in any security which STIRLINGSHIRE, its principals, or its employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of STIRLINGSHIRE it is not for any reason practical or desirable to acquire a position in such security for the Account.

VI. *Inside Information.*

STIRLINGSHIRE shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities and shall not purchase, sell, or recommend for the Account the securities of any issuer based on any such information as may come into its possession.

VII. *Liability.*

STIRLINGSHIRE shall not be liable to Client for any independent acts or omissions by third parties. 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. Nothing in this Agreement, including any limitation of liability, indemnification, or waiver provision, shall be construed as a waiver or limitation of STIRLINGSHIRE's federal fiduciary duty under the Investment Advisers Act of 1940 or of any non-waivable rights or remedies that Client may have under federal or state securities-laws.

VIII. *Proxies.*

STIRLINGSHIRE will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

IX. *Fees.*

The compensation of STIRLINGSHIRE for its services rendered hereunder shall be calculated in accordance with the Schedule of

Fees attached hereto as Exhibit I. Client shall be given thirty (30) days' prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

For certain of our investment adviser representatives, a portion of the advisory fees you pay to STIRLINGSHIRE is shared with Finalis (or an affiliated entity). Finalis receives a percentage of the advisory fees generated by those representatives. This arrangement does not increase the total advisory fee you pay, but it creates a conflict of interest because those representatives and Finalis have a financial incentive to increase assets under management and to retain your Account.

X. *Valuation.*

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last sale reporting shall be valued at the amount reported on the statement that Client receives from the Custodian. Such securities which are not traded nor subject to last sale reporting shall be valued at the latest available bid price reflected by quotations furnished to STIRLINGSHIRE by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by STIRLINGSHIRE and Client to reflect the security's fair market value.

XI. *Representations by Client.*

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to STIRLINGSHIRE such evidence of such authority as STIRLINGSHIRE may reasonably

require, whether by way of a certified corporate resolution or otherwise; STIRLINGSHIRE is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account under the Code.

Client represents that STIRLINGSHIRE has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain STIRLINGSHIRE. Client acknowledges that Client is a "named fiduciary" with respect to the control or management of the assets in the Account. Client will furnish promptly to STIRLINGSHIRE the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects STIRLINGSHIRE's rights or obligations, then the amendment will be binding on STIRLINGSHIRE only when agreed to by STIRLINGSHIRE in writing. If the Account contains only a part of the assets of the plan, then Client understands that STIRLINGSHIRE will have no responsibility for the diversification of all of the plan's investments and that STIRLINGSHIRE will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or other applicable law requires bonding with respect to the assets in the Account, then upon written request by STIRLINGSHIRE, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers STIRLINGSHIRE and affiliated persons of STIRLINGSHIRE.

XII. Representations by STIRLINGSHIRE.

By execution of this Agreement, STIRLINGSHIRE represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable laws and regulations.

XIII. Amendment; Termination.

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as discussed herein. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty and fee. Thereafter, either party may terminate this Agreement at any time upon written notice to the other party, and advisory fees shall be prorated through the effective date of termination in accordance with applicable law and the Firm's billing practices.

XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to STIRLINGSHIRE at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

XVI. Exhibits.

The following Exhibits are attached hereto and incorporated as part of this Agreement:

Exhibit I - Schedule of Fees

Exhibit II- Identification of Custodian

XVII. Receipt.

___/___ Client acknowledges receipt of STIRLINGSHIRE's Form ADV Part 2A (Brochure), Form ADV Part 2B (Brochure Supplement), Form CRS (Part 3), and Privacy Policy Statement.

XVIII. Consent to Electronic Delivery

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from STIRLINGSHIRE. These items may include but are not limited to: all statements or reports produced by STIRLINGSHIRE; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that STIRLINGSHIRE chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify STIRLINGSHIRE of any changes to Client's e-mail address shown below or other electronic delivery address.

XIX. Assignment.

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

XX. Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third

parties except as required by law and as described in STIRLINGSHIRE's Privacy Policy Statement.

XXI. Death or Disability.

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving STIRLINGSHIRE written notice in accordance with the termination provisions of this Agreement.

XXII. Title to Assets.

Except to the extent Client has notified, or in the future notifies, STIRLINGSHIRE in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

XXIII. Market Conditions.

Client acknowledges that STIRLINGSHIRE's past performance and advice regarding client accounts cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** STIRLINGSHIRE does not guarantee or warrant that services offered will result in profit.

XXIV. Advyzon Investment Management Program

___/___ Client acknowledges that STIRLINGSHIRE shall make available a selection of STIRLINGSHIRE and third-party investment models, strategies, and related services ("AIM Program") for the benefit of Client's who herein authorize the Advisor to utilize the AIM Program. Access and use of the AIM Program will incur fees calculated as a percentage of total assets under management within the model or strategy (the "Program Fee"). The actual fee Program Fee is determined by Advyzon Investment Management (AIM) and is currently between 20 and 100 basis points

but is subject to change by AIM. Client will receive notice of any change in accordance with the AIM Program terms and applicable law. You may inquire with your STIRLINGSHIRE financial professional for the current fees applicable to strategies selected for your portfolio. **The Program Fee is in addition to fees charged by STIRLINGSHIRE as provided on Exhibit I – Fee Schedule attached hereto.** AIM is registered investment advisor. Learn more about AIM here including its form ADV Part 2A, and Form CRS: <https://adviserinfo.sec.gov/firm/summary/318816>. AIM's privacy policy can be found here: <https://advyzonim.com/privacypolicy>

STIRLINGSHIRE remains the investment adviser and fiduciary to the Client with respect to the Account and is responsible for overseeing the services provided by AIM, including trading and billing activities conducted on Client accounts.

___ / ___ STIRLINGSHIRE hires AIM as agent to provide operational services on Client accounts. STIRLINGSHIRE grants authority to AIM to perform various actions, including placing transactions with broker-dealers at the direction of STIRLINGSHIRE and facilitating fee billing administration at the direction of STIRLINGSHIRE. If Client authorizes STIRLINGSHIRE hereunder to collect fees directly from Client's account, AIM calculates and deducts advisory and related fees from the Client's account and then pays applicable parties, including STIRLINGSHIRE and AIM, as applicable, as instructed by STIRLINGSHIRE. When providing these services, AIM is acting as an agent of STIRLINGSHIRE. STIRLINGSHIRE may cease using the AIM Program and/or replace AIM or any related third-party service provider at any time, without notice except as required by applicable law.

XXV. *Affiliated Broker-Dealer and Conflicts of Interest.*

STIRLINGSHIRE is under common ownership with Stirlingshire Investments BD LLC, which acts as introducing broker-dealer for the Account and receives commissions or other transaction-based compensation on securities transactions effected in the Account. This arrangement creates a conflict of interest because STIRLINGSHIRE and its affiliates receive additional compensation when Client's trades are executed through Stirlingshire Investments BD LLC instead of an unaffiliated broker-dealer. STIRLINGSHIRE has a duty to seek best execution of Client transactions and will periodically evaluate the reasonableness of execution quality and costs in light of this conflict and may change the broker-dealer arrangement if it determines that doing so is consistent with its best-execution obligations.

Certain STIRLINGSHIRE investment adviser representatives are also registered representatives of Finalis, a broker-dealer that is not affiliated with STIRLINGSHIRE or Stirlingshire Investments BD LLC. In some cases, Finalis receives a percentage of the advisory fees from client Accounts those representatives service at STIRLINGSHIRE. This fee-sharing arrangement does not increase the advisory fees you pay, but it creates a conflict of interest because those representatives and Finalis have a financial incentive to increase and retain assets in those Accounts."

XXVI. *Miscellaneous.*

This Agreement and the Exhibits are the entire agreement between the parties and supersedes all understandings and agreements (oral and written), and representations with respect to the subject matter of this Agreement. This Agreement may only be amended or modified by a written instrument executed by both parties. Neither party has made or relied on

any representation, inducement or condition not in this Agreement. No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by Client will be deemed to be a waiver of any subsequent breach.

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included.

Section headings have been inserted for reference only and will not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement. Any reference to an exhibit in this Agreement will be to the exhibit, as it may be amended in accordance with this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile or electronic signature.

Exhibit I - Fee Schedule

The following are the fees charged by Stirlingshire RIA LLC for services provided:

STIRLINGSHIRE will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Account. There is no account minimum.

Portfolio Management Fees

Assets Under Management (AUM) - Annual Rates:

Asset Tier	Annual Fee Rate
First \$250,000	2.00%
\$250,001 - \$500,000	1.75%
\$500,001 - \$1,000,000	1.50%
\$1,000,001 - \$3,000,000	1.25%
\$3,000,001 - \$5,000,000	1.00%
\$5,000,001 - \$10,000,000	0.75%
Over \$10,000,000	0.50%

Key Details:

- **Blended Calculation:** Fees are calculated across all tiers based on total AUM
- **Monthly Billing:** Billed monthly in arrears based on average daily balance
- **Example:** An account with \$750,000 would pay:

2.00% on first \$250,000 = \$5,000
 1.75% on next \$250,000 = \$4,375
 1.50% on remaining \$250,000 = \$3,750

Total: \$13,125/year (1.75% effective rate)

Monthly: \$1,093.75

Fees are paid in arrears. STIRLINGSHIRE uses an average of the daily balance in the client’s account throughout the billing period, after taking into account deposits and withdrawals, for purposes of determining the market value of the assets upon which the advisory fee is based.

___/___ STIRLINGSHIRE is authorized to withdraw management fees directly from the Account on a monthly basis.

Exhibit II- Identification of Custodian

Custodian or other Authorized Third Party:	Apex Clearing Corporation
Mailing Address:	One Dallas Center 350 N. St. Paul Center Dallas, TX 75201
Telephone:	(214) 765-1010
Information about Apex:	https://investorhelp.apexfintechsolutions.com/hc/en-us

A copy of the custodian’s agreement is not attached as part of this Exhibit II. Client shall obtain a copy of the custodian’s agreement directly from the custodian.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below as accepted by Stirlingshire.

Client Name:	Stirlingshire RIA LLC		
Client Signature	Date	Adviser Signature	Date
Client#2 Signature	Date		

Client Street Address:					
City:		State:		Zip:	
Phone:		E-Mail(s):			