



Stirlingshire

Better for Clients ♦ Better for Advisors

Stirlingshire RIA LLC

HYBRID ROBO-ADVISORY CONTRACT

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

8/1/2023

The undersigned ("Client"), being duly authorized, has established an account (the "Account") 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)
____/____ Except as otherwise set forth in this Agreement, 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.

(Non-Discretionary Investment Management)
____/ STIRLINGSHIRE is authorized to execute purchases and sales of securities only after securing permission from Client regarding each transaction.

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. The Custodian at the time this Agreement is executed is identified in Exhibit III 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.

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 on the basis of 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.

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 II. 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.

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.

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

Receipt.

____/ Client acknowledges receipt of Form ADV Parts 2A and 2B, and STIRLINGSHIRE's Privacy Policy Statement.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

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):			

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

Total Assets Under Management	Annual Fee
All Assets	up to 2.00%

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.

___/___By initialing here, Client agrees to the fee of:_____.

Exhibit II - Identification of Custodian

Custodian or other Authorized Third Party:	APEX CLEARING
Mailing Address:	300 North St. Paul Street #1300 Dakllas, TX 75201
Telephone:	(214) 765-1010

A copy of the custodian's agreement is not attached as part of this Exhibit