STEERSON ADVISORS LLC

INVESTMENT MANAGEMENT AGREEMENT

AGREEMENT, made on, 20__ between STEERSON ADVISORS LLC, CRD #327734, a registered investment adviser, whose mailing address is 7901 4th St N, STE 300 St. Petersburg, FL 33702 (hereinafter referred to as the "Adviser") and ____ whose mailing address is____ (hereinafter referred to as the "Client"). Adviser shall provide investment management services through discretionary management of the following Client Account: ____ (hereinafter collectively referred to as "Account").

1. **Scope of Advisory Services.** The Client hereby authorizes the Adviser to select, trade, and manage financial securities in the Account on an ongoing and discretionary basis on behalf of the Client. The Client acknowledges that the services covered by this Agreement are discretionary and confer full investment authority and responsibility to the Adviser over all assets of the Client held in the Account. The Adviser will maintain its relationship with the Client by managing the investment Account, providing all relevant Account documentation, executing the purchase, sale, or maintenance of securities, and conducting reviews with the Client either in person or via alternative communication channels as mutually agreed upon by both parties.

2. **Applicable Investment Guidelines.** The Client represents that the Client Information and any other written information provided to the Adviser is accurate and complete and that any notice of changes in Client Information or other information shall be promptly furnished to the Adviser.

3. **Custody of Assets; Client Transactions.** The Client acknowledges that this Agreement is not intended to, nor does it, confer or create any rights or obligations associated with the custody of any Client assets in favor, or to the detriment, of the Adviser. The Adviser assumes no liability for any funding, banking, asset or Account transfer activity initiated by the Client or their authorized agents. Furthermore, the Adviser shall not be held responsible for the effects such activities may have on the Adviser's capacity to render investment services pursuant to this Agreement.

4. **Client Representations and Acknowledgements.** The Client represents and/or acknowledges that: (a) this Agreement does not violate any obligations by which the Client is otherwise bound and upon execution and delivery, this Agreement will be binding upon the Client in accordance with its terms; (b) the Client has received Part 2A of the Adviser's Form ADV; (c) the Client has delivered to the Adviser, and from time to time hereafter promptly will deliver to the Adviser, in writing, all of the information which the Adviser may require or reasonably request in order to perform its duties hereunder, and promptly will notify the Adviser, in writing, of any material changes in the information furnished; and (d) the Client is independent of the Adviser and its affiliates.

5. **Adviser Representations and Acknowledgements.** The Adviser represents and/or acknowledges that: (a) the Adviser is registered or exempt from registration as an investment adviser with the state of Florida or with the Securities and Exchange Commission under the Investment Advisers Act of 1940; (b) Adviser has delivered to the Client Part 2A of its Form ADV; and (c) to the extent required by law and in accordance with the Adviser's privacy policy, Adviser will treat as confidential any information obtained from or about the Client or the Client's Account through the performance of its obligations under this Agreement.

6. **Non-exclusivity.** Adviser, its officers, employees, and agents, may have, acquire, or recommend the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the Adviser trades for the Client.Client expressly acknowledges and understands that Adviser shall be free to render investment advice to others and that the Adviser does not make its investment advisory services available exclusively to the Client.

7. **Adviser Liability.** Except as otherwise provided by federal or state securities laws, the Adviser, acting in good faith, shall not be liable for any action, omission, investment decision, or loss in connection with this Agreement. This includes, but is not limited to, the investment of the Assets, or the acts or omissions of other professionals, third-party investment advisers, or third-party service providers recommended to the Client by the Adviser, including any broker-dealer or custodian.

The Client recognizes that dividends, capital gains, transfers, and sales of securities may create taxable events unless the Client's Account is a tax-qualified or tax-exempt account. The Client also acknowledges that the Adviser does not offer legal or tax advice, and it remains the sole responsibility of the Client to retain legal and tax professionals to the extent deemed necessary.

8. **Compensation.** The payment and computation of compensation due to the Adviser for rendering its services under this Agreement (the “Fee”) shall be defined by the Client and the Adviser according to the nature of the strategy implemented for the Client Account.

I. Capital Preservation Strategy:

- Annualized Management Fee: 0.60% of Assets Under Management (calculated at 0.05% monthly).
- Estimated percentage of Account assets attributed to Strategy I: ______%

II. Capital Growth Strategy:

- Annualized Management Fee: 0.20% of Assets Under Management (calculated at 0.0167% monthly).
- Performance-Based Fee: 15.00% of Net New Appreciation subject to High-Water Mark Rule.

  High-Water Mark Rule: A performance fee is only earned if the Account's net asset value exceeds its highest historical valuation at the end of any prior monthly billing period for which a performance fee was paid.
- Estimated percentage of Account assets attributed to Strategy II: ______%

All investment management fees are calculated, deducted and billed monthly based on a portfolio’s net asset value on the final business day of each billing cycle, in accordance with the specific strategy rates. The Client hereby authorizes and directs the independent Custodian to deduct these fees directly from the Account in favor of the Adviser, based on the values which will be fully reflected on the Client's official monthly custodian statements.

No fees shall ever be collected or paid in advance of services rendered.

For strategies utilizing a performance-based component, such fee shall be calculated strictly on Net New Appreciation and governed by a perpetual High-Water Mark framework, meaning the Adviser will only earn a performance fee if the portfolio's value exceeds its absolute historical peak value from any prior billing period. Under this compensation scheme, the Client warrants and represents to the Advisor that the Client is a Qualified Client (as defined in Schedule I) or meets the minimum requirements established by their respective local financial regulatory agencies.

Alternative fee structures may be arranged to accommodate specific client preferences; however, any such customized frameworks remain strictly subject to review and execution by the Manager on a case-by-case basis.

The Compensation Fee shall be calculated and settled in the currency agreed upon between both parties.

If this Agreement is terminated between billing cycles, the date of termination will be considered the last day of the prevailing billing cycle, and all positions in the Account shall be subject to review and fees deducted accordingly. Any outstanding performance-based fees shall be deducted directly from the Account or, if account assets are insufficient, billed directly to the Client. There are no additional fees associated with the termination of this Agreement.

The Fee does not include third-party investment advisory fees, ticket charges, brokerage commissions, transaction fees, and other related costs and expenses that are normally incurred by the Client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as fees charged by advisers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund’s prospectus. Such charges, fees and commissions are exclusive of and in addition to, the Fee and Adviser will not receive any portion of these commissions, fees, and costs.

9. **Duration, Termination and Amendment.** This Agreement becomes effective upon signature of the parties on the date of execution (the "Effective Date") and has no specific expiration date. A Client may terminate this agreement for any reason without any cost or penalty by giving ten (10) days written notice to the Adviser. The contract shall also be deemed terminated under violation of any one of its terms by any of the parties.

10. **Governing Law.** This Agreement supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America.

11. **Assignment.** No "assignment" (as that term is construed under the Federal Advisers Act) of this Agreement may be made by Adviser without Client's prior written consent. Any corporate reorganization or change in ownership of the Investment Adviser that does not result in a change of control of Adviser is not an "assignment" for this purpose.

12. **Arbitration.** All controversies concerning (a) any transaction, (b) the construction, performance or breach of this Agreement, or (c) any other matter which may arise between the Adviser and the Client or its agents, shall be determined by arbitration conducted pursuant to the Federal Arbitration Act and the laws of the State in which the Adviser is registered or exempt of registration, before the American Arbitration Association. The Client understands that this arbitration clause does not constitute a waiver of the right to seek a judicial forum where such waiver is void under federal or state securities laws.

As or on behalf of the Client, I understand that, unless otherwise provided above:

1. Arbitration is final and binding on the parties;
2. The parties are waiving their rights to seek remedies in court, including their right to a jury trial;
3. Pre-arbitration discovery is generally more limited than and different from court proceedings;
4. The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited; and
5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities or advisory industry.

This Section 12 shall survive the termination of this Agreement.

13. **Electronic Delivery of Documents.** Client may elect to receive electronic delivery of all documents from Adviser in the signature block below; if Client makes this election, then Client will generally not receive a paper copy. Client represents that his/her/its email address set forth on the signature page of this Agreement is a current, valid email address. In the event Client changes his/her/its email address, Client must notify Adviser immediately by contacting Adviser by telephone or by means of the new email address. If Adviser is repeatedly unable to deliver Client's electronic document(s) to the specified email address, Adviser reserves the right to terminate the electronic delivery of documents service and deliver the documents to Client via alternative means.

This Agreement, including the **agreement to arbitration of disputes in Section 12**, has been signed and delivered by their duly authorized representatives on the date indicated below.

Client:

_______________________________ _______________________________ _______________
Printed name and any representative capacity ***Client's or representative's signature*** ***Date***

_______________________________ _______________________________ _______________
Printed name and any representative capacity *Client's additional required signatures (e.g., joint account or co-trustee)* *Date*

Authorization for Electronic Delivery of Documents:	**STEERSON ADVISORS LLC**
_______(*client initials*)________(*client initials*) By initialing here, you certify that you have received Adviser and third-party investment adviser's ADV Part 2A or Appendix 1, ADV Part 2B,or Appendix 1 and Privacy Notice. The Client also hereby requests and consents to the Adviser sending all communications and documents to him or her electronically, rather than in a paper format, upon the terms described in Section 13. Please carefully read those terms and related disclosures and do not hesitate to ask questions. This authorization can be terminated as provided in Section 13. The following email address(es) will be used to deliver documents and information to the Client unless and until he or she notifies the Adviser of a change. _______________________________ *Email Address* _______________________________ *Email Address*	_______________________________ *Adviser Signature* _______________________________ *Printed name and title* _______________________________ *Date*

Schedule I

"Qualified Clients" include the following:

► (1) A natural person or company who at the time of entering into such agreement has at least $1,000,000 in assets under management with Steerson Advisors; OR

► (2) A natural person or company who Steerson Advisors reasonably believes at the time of entering into the contract:

(A) has a net worth (excluding primary residence) of jointly with his or her spouse of more than $2,000,000; OR

(B) is a qualified purchaser as defined in the Investment Company Act of 1940, §2(a)(51)(A) (15 U.S.C. 80a-2(51)(A)) ; OR

► (3) A natural person who at the time of entering into the contract is:

(A) An executive officer, director, trustee, general partner, or person serving in similar capacity of Steerson Advisors; OR

(B) An employee of Steerson Advisors (other than an employee performing solely clerical, secretarial, or administrative functions with regard to the investment adviser), who, in connection with his or her regular functions or duties, participates in the investment activities of Steerson Advisors, provided that such employee has been performing such functions and duties for or on behalf of Steerson Advisors, or substantially similar function or duties for or on behalf of another company for at least 12 months.

Acknowledgement of Receipt

Client acknowledges receipt of Adviser's Form ADV, Part 2A on or before the date of execution of this Agreement, which may be amended and updated from time to time and provided to Client.

____

Client's or representative's signature