



DISCRETIONARY INVESTMENT ADVISORY AGREEMENT

AGREEMENT, made this the _____ between the undersigned party, _____, (hereinafter referred to as the "**CLIENT**"), and **ROCKINGSTONE ADVISORS LLC**, whose principal mailing address is at **292 Main Street, Suite 32, Great Barrington, MA 01230**, (hereinafter referred to as "**Rockingstone**").

1. Scope of Engagement.

(a) **CLIENT** hereby appoints **Rockingstone** as an investment adviser to perform the services hereinafter described, and **Rockingstone** accepts such appointment. **Rockingstone** shall be responsible for the investment and reinvestment of those assets designated by **CLIENT** to be subject to **Rockingstone's** management (which assets, together with all additions, substitutions, and/or alterations thereto are hereinafter referred to as the "**Assets**" or "**Account**");

(b) **CLIENT** delegates to **Rockingstone** all of its powers with regard to the investment and reinvestment of the **Assets** and appoints **Rockingstone** as **CLIENT's** attorney and agent in fact with full authority to buy, sell, or otherwise effect investment transactions involving the **Assets** in **CLIENT's** name for the **Account**;

(c) **Rockingstone** is authorized, without prior consultation with **CLIENT**, to buy, sell, and trade in stocks, bonds, exchange-traded funds and notes, options, warrants, master limited partnerships, digital assets, mutual funds real estate investment trusts, and other securities and financial instruments, on margin or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealers and the custodians of the **Assets**, currently Charles Schwab & Co., Interactive Brokers and Gemini (the "**Custodians**"), or such other custodian of the **Assets**, as directed by **CLIENT**. **Rockingstone** shall have the authority in connection with its provision of advisory services under this **Agreement** (i) to determine when, how often, and in what amounts to invest or reinvest dividends in the **Account**; (ii) to determine the timing of purchases in relation to deposits; and (iii) to determine the timing of sales and withdrawals in relation to requests for withdrawals or transfers. **CLIENT** acknowledges that (i) **CLIENT** generally will not be entitled or able to hold securities in the **Account** other than the securities selected by **Rockingstone** and (ii) **Rockingstone** is solely responsible for the decision to invest the **Assets** in the **Account**;

(d) In the event **CLIENT** is an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, or **CLIENT's** assets constitute "plan assets" within the meaning of U.S. Department of Labor Regulation Section 2510.3-101 (other than individual participants of a plan), **CLIENT** or **Rockingstone** (as applicable) each represents and agrees to the provisions set forth in **Schedule A** hereto, which is incorporated by reference herein;

(e) **CLIENT** authorizes **Rockingstone** to respond to inquiries from, and communicate and share information with, **CLIENT's** attorney, accountant, advisors, and other professionals to the extent necessary in furtherance of **Rockingstone's** services under this **Agreement**;

(f) **CLIENT** agrees to provide information and/or documentation requested by **Rockingstone** in furtherance of this **Agreement** as such information pertains to **CLIENT's** net worth, income, risk tolerance, investment objectives, income needs, and goals, and to keep **Rockingstone** informed of any changes regarding same. **CLIENT** acknowledges that **Rockingstone** cannot adequately perform its services for **CLIENT** unless **CLIENT** diligently performs his/her/its responsibilities under this **Agreement**. **Rockingstone** is not an attorney or accountant, and no portion of **Rockingstone's** services should be interpreted as legal or tax advice. Rather, **CLIENT**

should defer to **CLIENT's** attorney and/or accountant with respect to all legal or tax matters. **Rockingstone** shall not be required to verify any information obtained from **CLIENT**, **CLIENT's** attorney, accountant, advisors, or other professionals, and is expressly authorized to rely thereon;

(g) **CLIENT** acknowledges and understands that the services to be provided by **Rockingstone** under this **Agreement** are limited to the management of the **Assets**. If requested by **CLIENT**, **Rockingstone**, as a courtesy, may recommend the services of other professionals for implementation services. **CLIENT** is under no obligation to engage the services of any such recommended professional. **Rockingstone** cannot and does not guarantee the services of any such recommended professional, and shall not be liable for any action, omission, recommendation/decision or loss resulting from or in connection with the services of any such recommended professional.

(h) **Rockingstone** may apprise **CLIENT** of third-party private investment opportunities, including, without limitation, hedge funds, private equity or debt funds, or direct investments in real estate partnerships or individual businesses. **CLIENT** acknowledges that participation in private investment opportunities is outside the scope of the discretionary authority granted to **Rockingstone** under this **Agreement**. Clients that elect to participate in private investment opportunities must agree, sign and are also subject to the terms outlined in **Rockingstone's** Private Investment Participation Acknowledgement (PIPA).

(i) **Rockingstone** further reserves the right, in its sole discretion from time to time, upon providing prior notice to **CLIENT**, to engage any investment service provider from which **Rockingstone** may obtain any or all investments, change any such investment service provider and to make additional investment service providers available for purposes of the investment advisory services provided hereunder. In providing its services, **Rockingstone** may, subject to applicable laws and regulations, engage unaffiliated vendors or other contractors to aid it in fulfilling its duties under this **Agreement**. Additionally, in performing its obligations under this **Agreement**, **Rockingstone** may, at its own discretion, delegate any or all of its discretionary investment, advisory, and other rights, powers, and functions hereunder to any third parties, without **CLIENT's** written consent, provided that **Rockingstone** shall always remain liable to **CLIENT** for its obligations hereunder.

2. Account Requirements. **Rockingstone** requires a minimum **Account** size of \$1,000,000. The minimum **Account** size is subject to waiver in **Rockingstone's** sole discretion. **CLIENT** retains sole ownership of the **Account** (i.e., right to withdraw securities, cash, and receive transaction confirmations).

3. Account Funding. **CLIENT** agrees that by initiating, authorizing, or directing a deposit or transfer to the **Account**, **CLIENT** authorizes **Rockingstone** to place orders with the Custodian on **CLIENT's** behalf for purchases of the securities that comprise **CLIENT's** portfolio at the time(s) and in amounts calculated by **Rockingstone**.

4. Adviser Compensation.

(a) The fee payable by **CLIENT** to **Rockingstone** for investment management services provided under this **Agreement** shall be based upon a percentage of the market value of the **Assets** under management in accordance with the fee schedule enclosed herewith as Schedule B. To the extent that **CLIENT** engages **Rockingstone** any time after the first of a quarter, **CLIENT's** fee will be prorated from the date of engagement through the end of the quarter. No increase in the annual fee percentage shall be effective without prior written notification to **CLIENT**;

(b) **CLIENT** acknowledges that **Rockingstone** will calculate the market value of the **Account** and will submit an invoice to the Custodian. **CLIENT** authorizes the Custodian to charge the **Account** for the amount of **Rockingstone's** fee and to remit such fee to **Rockingstone**. Alternatively, **CLIENT** may choose to be invoiced directly and agrees to pay **Rockingstone** its fees no later than ten (10) business days after receipt of the invoice. **CLIENT** is responsible for verifying the accuracy of the calculation of the fee;

(c) **Rockingstone's** fee for investment management services is exclusive of (i) the fees relating to trade execution costs, including commissions and exchange fees; (ii) brokerage interest and fees on margin, stock, and other loans, or on debit balances in the **Account**, and (iii) fees embedded in the products (e.g. exchange-traded funds, mutual funds, real estate investment trusts) purchased on behalf of the **Account**; and

(d) **CLIENT** agrees and acknowledges that **CLIENT** is responsible for paying any and all fees, including, without limitation, the **Rockingstone** fee, that **CLIENT** owes pursuant to this **Agreement**. **CLIENT** is responsible for maintaining complete and accurate billing and contact information with **Rockingstone**. **CLIENT** acknowledges that such fees may change from time to time. In the event of a change in fees, **Rockingstone** will provide **CLIENT** with notice by email and **CLIENT** agrees to check email from time to time for updates to the fees applicable to **CLIENT**.

(e) No portion of **Rockingstone's** compensation shall be based on capital gains or capital appreciation of the **Assets** except as provided under the Investment Advisers Act of 1940 ("**Advisers Act**") and/or any other applicable laws, rules and regulations.

5. Custodian. The **Assets** shall be held by the **Custodian** in the name of the **CLIENT**, not **Rockingstone**. **Rockingstone** is authorized to give instructions to the **Custodian** with respect to all investment decisions regarding the **Assets** and the **Custodian** is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as **Rockingstone** shall direct in connection with the performance of **Rockingstone's** obligations in respect of the **Assets**. **CLIENT** agrees to complete the necessary application materials to open an account with the **Custodian** after agreeing to this **Agreement**. All **Account** transactions will be effected by a payment to, or delivery by, **Custodian** of all cash and/or securities due to or from the **Account**. **Rockingstone** is not permitted to instruct the **Custodian** to deliver funds or securities to **Rockingstone**, except for payment of fees as explained above.

6. Execution of Brokerage Transactions.

(a) **Rockingstone** will arrange for the execution of securities brokerage transactions for the **Account** through broker-dealers that **Rockingstone** reasonably believes will provide "best execution". In seeking "best execution", the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although **Rockingstone** will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for **Account** transactions.

(b) Consistent with obtaining best execution, transactions for the **Account** may be effected through broker-dealers in return for research products and/or services which assist **Rockingstone** in its investment decision making process. Such research generally will be used to service all of **Rockingstone's** clients (including accounts that may not generate commissions used to pay for investment research), but brokerage commissions paid by **CLIENT** may be used to pay for research that is not used in managing the **Account**. The **Account** may pay to a broker-dealer a commission greater than another qualified broker-dealer might charge to effect the same transaction where **Rockingstone** determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

(c) Transactions for each client account may be effected independently, unless **Rockingstone** decides to purchase or sell the same securities for several clients at approximately the same time. **Rockingstone** may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among **Rockingstone's** clients, differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, generally transactions will be allocated among **Rockingstone's** clients on a *pro-rata* based upon market value. **Rockingstone** shall not receive any additional compensation or remuneration as a result of the aggregation.

(d) **CLIENT** may direct **Rockingstone** to use a particular broker-dealer to execute some or all transactions for the **Account** (subject to **Rockingstone**'s right to decline and/or terminate the engagement). In such event, **CLIENT** will negotiate terms and arrangements for the **Account** with that broker-dealer, and **Rockingstone** will not seek better execution services or prices from other broker-dealers or be able to "batch" **CLIENT** transactions for execution through other broker-dealers with orders for other accounts managed by **Rockingstone**. As a result, **CLIENT** may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the **Account** than would otherwise be the case.

7. Account Transactions.

(a) **CLIENT** recognizes and agrees that in order for **Rockingstone** to discharge its responsibilities, it must engage in securities brokerage transactions described in section 1 herein;

(b) In return for effecting securities brokerage transactions through certain broker-dealers, **Rockingstone** may receive from those broker-dealers certain investment research products and/or services which assist **Rockingstone** in its investment decision-making process for **CLIENT**, all of which shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934 and/or any applicable state securities law; and

(c) Brokerage commissions, transaction fees, interest, and other fees and expenses charged to **CLIENT** for securities brokerage transactions are not included in **Rockingstone**'s compensation.

8. Risk Acknowledgment. **Rockingstone** does not guarantee the future performance of the **Account** or any specific level of performance, the success of any investment recommendation or strategy that **Rockingstone** may take or recommend for the **Account**, or the success of **Rockingstone**'s overall management of the **Account**. **CLIENT** acknowledges that **Rockingstone** cannot guarantee that its management of the **Account** will necessarily produce the intended or expected performance returns or risk profile sought by **Rockingstone** or the **CLIENT**. **CLIENT** acknowledges that investment recommendations for the **Account** by **Rockingstone** are subject to various market, currency, economic, political, and business risks, and that those investment decisions will not always be profitable. **CLIENT** acknowledges that, at any time, and from time to time such as prior to the re-balancing date of the **Account**, the composition of the **Account** may be different than that of the recommended portfolio as a result of factors including those relating to market movements, model changes, and capital movements. Neither **Rockingstone** nor any of **Rockingstone**'s principals or employees make any representations or warranties, express or implied, that any level of performance or investment results will be achieved by the **Account** or that the **Account** will perform comparably with any standard or index, including other **Rockingstone** clients. All purchases and sales of securities (and any and all related instruments, contracts, interests, derivatives, and other property and/or assets) pursuant to this **Agreement** shall be for the **Account** and at the risk of **CLIENT** and not for any account or for the risk of **Rockingstone**. **CLIENT** agrees to pay promptly on demand all losses arising on debit balances in the **Account**.

9. Directions to the Adviser; Notices; Client Conflicts. All directions, instructions, and/or notices from **CLIENT** to **Rockingstone** shall be in writing. Written directions, instructions, and/or notices from **CLIENT** to **Rockingstone** must be manually executed and shall be delivered by hand, sent by registered or certified United States mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery service, to **Rockingstone**'s principal place of business, or sent by email to the address provided by **Rockingstone**. **Rockingstone** may, by notice to **CLIENT**, specify any other address or method for the receipt of such written directions, instructions, and/or notices. Notwithstanding anything to the contrary in this **Agreement**, **Rockingstone** may also, in its sole discretion, accept and act on an oral direction, instruction, and/or notice instead of a written direction, instruction, and/or notice from **CLIENT**. In the event that **CLIENT** utilizes email for directions, instructions, or notifications to **Rockingstone**, where permissible, and **CLIENT** does not receive a response within 24 hours, **CLIENT** expressly agrees to contact **Rockingstone** through means other than email. Any direction, instruction, or notification shall be effective within a reasonable time after **Rockingstone**'s receipt of said direction, instruction, or notification. For the avoidance of doubt, the phrase "reasonable time" in the preceding sentence shall be construed in light of all applicable facts and circumstances as determined by **Rockingstone** in good faith. Unless otherwise set forth in this **Agreement** to the

contrary, all written notices from **Rockingstone** to **CLIENT** shall be delivered by hand, sent by registered or certified United States mail, return receipt requested, postage prepaid, sent by a recognized overnight delivery service, or sent by email, to the most recent address or email address of **CLIENT** set forth in **Rockingstone's** records. **Rockingstone** shall be fully protected in relying upon any direction, instruction, or notice from **CLIENT** until it has been duly advised in writing of changes therein. **Rockingstone** shall be entitled to act on any instruction or approval of **CLIENT** believed by **Rockingstone** in good faith to be genuine. In the event this **Agreement** is executed by two or more persons as "**CLIENT**," or the **Account** is otherwise held in the name of two or more persons (including, without limitation, husband and wife, life partners, trustees, etc.), **Rockingstone** may rely upon the instructions of any one such signatory to this **Agreement** or **Account** holder (or such person's authorized representative) as instructions on behalf of all such signatories or **Account** holders as "**CLIENT**" (including, without limitation, with respect to the goals of the **Account**). In the event **Rockingstone** receives conflicting instructions from multiple signatories to this **Agreement** or **Account** holders, or **Rockingstone** is aware of a dispute or conflict of interest between such signatories or **Account** holders (including, without limitation, separation or divorce proceedings between husband and wife), **Rockingstone** may, in its sole discretion, refrain from taking action on instructions from one such signatory or **Account** holder until all such signatories and **Account** holders consent in writing to the same instructions. In any event, **Rockingstone** shall not be responsible for any claims or damages resulting from (i) reliance on the instructions of any one such signatory to this **Agreement** or **Account** holder (or such person's authorized representative), (ii) failures to act in the event **Rockingstone** receives conflicting instructions from multiple signatories to this **Agreement** or **Account** holders or **Rockingstone** is aware of a dispute or conflict of interest between such signatories or **Account** holders, or (iii) any change in the status of the relationship between the **CLIENTS**.

10. Adviser Liability. **CLIENT** understands that, except as otherwise provided by law, neither **Rockingstone** nor any of **Rockingstone's** officers, members, employees, and agents (including service providers) (collectively, "**Indemnified Persons**") shall be liable to **CLIENT** under the terms of this **Agreement**: (a) for any obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys' fees, expenses and court costs ("**loss**") that **CLIENT** may suffer by reason of any investment decision made or other action taken or omitted in good faith and with that degree of care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise of a like character and with like aims; (b) any act or failure to act by the **Custodian**, any broker, other professionals, or third party service providers with whom **Rockingstone** may deal with in connection with the subject matter of this **Agreement**; (c) for any loss caused by following **CLIENT's** instructions; (d) the loss or failure or delay in performance of any obligation under this **Agreement** arising out of or caused, directly or indirectly, by circumstances beyond **Rockingstone's** reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of civil or military authority, governmental actions and inability to obtain labor, material, equipment, or transportation; and (e) any indirect, special, incidental, non-compensatory, punitive or consequential damages, provided, however, that notwithstanding the foregoing, nothing contained in this section 10 or elsewhere this **Agreement** shall constitute a waiver by **CLIENT** of any legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived. If the **Account** contains only a portion of **CLIENT's** total assets, **Rockingstone** shall only be responsible for those assets that **CLIENT** has designated to be the subject of **Rockingstone's** investment management services under this **Agreement** without consideration to those additional assets not so designated by **CLIENT**. **Rockingstone shall have no liability for CLIENT's failure to promptly inform Rockingstone of changes in CLIENT's financial and/or economic situation, CLIENT's investment objectives, or any restrictions CLIENT wishes to propose that may affect the management of the Assets.**

If **Rockingstone** is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name **CLIENT** as debtor or otherwise, **Rockingstone** shall be entitled to rely upon the representations, warranties, and statements made in such legal process. **CLIENT** hereby agrees that **Rockingstone** may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to the **Custodian**, or such other party as may be appropriate. **CLIENT** hereby agrees to hold harmless and

indemnify **Rockingstone** for any losses, expenses, and costs, including attorneys' fees, incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.

If **Rockingstone** receives written notice from a personal representative, executor or administrator purporting to represent **CLIENT's** estate, **Rockingstone** shall be entitled to rely on all figures supplied and representations made in such written notice if **Rockingstone** is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

11. Indemnification. **CLIENT** agrees to defend, indemnify, and hold all **Indemnified Persons** harmless from any losses sustained by any Indemnified Person arising out of or in connection with (i) any breach of this Agreement by **CLIENT**, including **CLIENT's** failure to provide true, accurate, complete, and current information or to update information or any misrepresentations or omissions made by **CLIENT** in the **Agreement**; (ii) any direction, instruction or communication **CLIENT** provides to **Rockingstone** or any other Indemnified Person in connection with this **Agreement** and/or the **Account** (including deposits or withdrawals of securities to or from such **Account**); or (iii) any claim brought against any **Indemnified Person** relating to services provided to **CLIENT** prior to the execution of this **Agreement** by any person who at the time of the provision of such services was not an **Indemnified Person**. This indemnification shall survive the termination of this **Agreement**, the **CLIENT's** use of **Rockingstone's** advisory services, and the **Account**.

12. Client's Representations. **CLIENT** understands that **Rockingstone** is relying upon the **CLIENT's** representations, including, but not limited to, **CLIENT's** net worth, income, investment objectives, ability to assume risk, income needs, and other information (a) as provided to **Rockingstone** via email or written correspondence; (b) as provided to the **Custodian** in account opening applications or agreements; and (c) which may be requested from, and confirmed with, **CLIENT** from time to time by **Rockingstone**, to manage the **Account**. **CLIENT** agrees to promptly update **Rockingstone** on material changes (i.e. investment goals and objectives, personal circumstances, time horizon) to the information **CLIENT** has provided to **Rockingstone**, including, but not limited to, **CLIENT's** financial condition in a timely way so that **Rockingstone** can best manage the **Account**.

13. Proxies. **CLIENT** delegates to **Rockingstone** the responsibility to vote **CLIENT** proxies. **CLIENT** may direct **Rockingstone** to vote for a particular solicitation or issue and shall do so in writing with sufficient detail to enable **Rockingstone** to vote in the manner requested by the **CLIENT**. **Rockingstone** may take action and/or render advice, or otherwise be responsible with respect to any securities held in or formerly held in the **Account**, which are named in or subject to legal proceedings, including bankruptcies or class action laws.

14. Reports. **Rockingstone** and/or the **Custodian** shall provide **CLIENT** with periodic reports for the **Account**. **CLIENT** acknowledges that in addition to **Rockingstone** receiving all confirmations and account statements from the **Custodian**, **CLIENT** will instruct the **Custodian** to send copies of **CLIENT's** confirmations and account statements to **CLIENT** or **CLIENT** will obtain and review account statements through the **Custodian's** website. In the event that **Rockingstone** provides supplemental **Account** reports which include assets for which **Rockingstone** does not have investment management authority ("**Third Party Portfolio**"), **CLIENT** acknowledges the reporting is provided as an accommodation only, and does not include investment management, review, or monitoring services, nor investment recommendations or advice. As such, **CLIENT**, and not **Rockingstone** shall be exclusively responsible for the investment performance of any **Third Party Portfolio**. In performing its services and in providing reports, **Rockingstone** shall not be required to verify any information received from **CLIENT** or from **CLIENT's** other professionals, and is expressly authorized to rely thereon. **CLIENT** further acknowledges that **Rockingstone** cannot and does not guarantee the accuracy or completeness of any report or any other information provided to **CLIENT** or **Rockingstone** by the **Custodian** or other service provider to **CLIENT**. The **Custodian** maintains responsibility for all actions or failures to act on the part of such **Custodian** with respect to the **Account** as agreed to between **CLIENT** and such **Custodian**. **CLIENT** agrees to (i) carefully review upon receipt all confirmations, statements, and reports that are sent by the **Custodian** to **CLIENT**, and (ii) to compare the Account confirmations, statements, and reports received from the **Custodian** to those received from **Rockingstone**. **CLIENT** shall notify **Rockingstone** and/or the **Custodian** of any discrepancy or unauthorized activity. **Rockingstone** may consider all confirmations, statements, and reports to have been fully accepted by **CLIENT** as correct and conclusive unless otherwise notified within

fourteen (14) calendar days of receipt. **CLIENT** understands and acknowledges that due to the volatile nature of the financial markets, **CLIENT** is solely responsible for any loss that results from **CLIENT's** failure to notify **Rockingstone** of any discrepancy or unauthorized activity within the fourteen (14) calendar day time period stated in this paragraph.

15. Confidentiality, Client Information, and Trusted Contact.

(a) During the term and following the termination of this Agreement, **CLIENT** and **Rockingstone** agree to treat as confidential all **CLIENT** nonpublic personal and financial information furnished to **Rockingstone** as well as transactions and investments held in the Account for the **CLIENT** ("Confidential Information") which shall not be disclosed to any third parties except as may be required by law, any regulatory body, pursuant to any valid legal process, or as may be necessary to effect transactions in the **Account**. Confidential Information may be disclosed by **CLIENT** to its attorneys, accountants, or other professional advisers who may have a need for the Confidential Information in connection with providing services to **CLIENT** provided that all such persons agree to protect the confidentiality of the Confidential Information and to use the Confidential Information only for the purpose of providing services to the **CLIENT**.

(b) Notwithstanding the foregoing, **CLIENT** acknowledges and agrees that **Rockingstone** shares some or all of **CLIENT** information with the Custodian, and that, subject to the terms and conditions of **CLIENT's** customer agreement with Custodian, Custodian may rely on such information to perform certain compliance functions, including verifying your identity for customer identification purposes and anti-money laundering purposes and confirming that U.S. firms like **Rockingstone** and Custodian are permitted to provide **CLIENT** with services under applicable U.S. economic sanctions against various countries, individuals, and organizations.

(c) **CLIENT** consents to **Rockingstone** recording and/or monitoring **CLIENT** telephone calls and electronic communications with representatives and associated persons of **Rockingstone** without further notice. **CLIENT** expressly authorizes **Rockingstone** representatives or associated persons to contact **CLIENT** for purposes of evaluating the offering of the advisory services, and other products and services by calling, writing, or emailing at the telephone number(s), mailing address, and or email address(es) **CLIENT** provides in connection with the **Account**, including any additional or updated telephone numbers, mailing address, or email address. The authorization in the preceding sentence will remain in effect unless and until **CLIENT** revokes it by notifying **Rockingstone** or associated persons with whom **CLIENT** is in contact.

(d) **CLIENT** may appoint an adult at least 18 years of age as a Trusted Contact Person whom **Rockingstone** may contact about the **Account**. **Rockingstone** may disclose information about the **Account** to **CLIENT's** Trusted Contact Person in order to address possible wrongful or unauthorized use of **Assets** or to confirm the specifics of **CLIENT** contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney.

16. Electronic Consent.

(a) **CLIENT** hereby agrees and consents to have **Rockingstone** deliver or make available electronically all current and future account statements, notices (including privacy notices), letters to **CLIENT**, regulatory communications and other information, documents, data and records related to the **Account** (collectively, "Account Communications"). **CLIENT** acknowledges and agrees that electronic communication from **Rockingstone** will include, among other things, email delivery, and/or the electronic communication of **Account** Communications pertaining to **CLIENT** via **Rockingstone's** website and **CLIENT** acknowledges and agrees that such email delivery and electronic provision shall be deemed delivery. All email notifications of Account Communications will be sent to **CLIENT's** email address of record. **CLIENT** acknowledges and agrees that is **CLIENT's** affirmative obligation to notify **Rockingstone** in writing of any changes to **CLIENT's** email address.

(b) **CLIENT** understands that to receive electronic deliveries, **CLIENT** must have Internet access, a valid email address with sufficient storage space, the ability to download documents as **Rockingstone** may specify and to which **CLIENT** has access and a printer or other device to download and print or save any information **CLIENT** may wish to retain. **CLIENT** acknowledges that it has, and will continue to have and maintain, Internet access and a valid email address with characteristics as described in this paragraph and is able to receive electronic deliveries as set forth herein. **CLIENT** agrees that, solely for **CLIENT's** records, **CLIENT** may download and save or print the Account Communications **CLIENT** receives via electronic delivery. **Rockingstone** will notify **CLIENT** of any changes in the hardware and software requirements needed to access electronic records covered by this consent.

(c) With respect to Account Communications required to be delivered in writing by law, **CLIENT** may revoke or restrict its consent to electronic delivery of Account Communications at any time by notifying **Rockingstone**, in writing, of the **CLIENT's** intention to do so. This consent is effective upon the execution of this Agreement and will remain in effect unless and until you revoke your consent to electronic delivery. **CLIENT** understands that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and **CLIENT** may receive electronic notifications in the interim. Neither **CLIENT's** revocation of consent to electronic delivery, **CLIENT's** request for paper delivery, nor **Rockingstone's** delivery of paper copies of Account Communications will affect the legal effectiveness or validity of any electronic communication provided while **CLIENT** consent was in effect.

(d) **Rockingstone** shall not be liable for any interception by any third party of Account Communications. **CLIENT** acknowledges and agrees that, although **Rockingstone** will not charge additional amounts for electronic delivery, **CLIENT** may incur charges from its internet service provider or other third parties in connection with the delivery and receipt of Account Communications delivered electronically. In addition, **CLIENT** understands that there are risks associated with electronic delivery of Account Communications, including the risk of system outages or interruptions, which, risks may, among other things, inhibit or delay **CLIENT's** receipt of Account Communications.

17. Tax and Accounting Advice; Financial Planning. **CLIENT** acknowledges that **Rockingstone** is not undertaking to provide **CLIENT** with tax or accounting advice or counseling. Although **Rockingstone's** reports may be used to assist **CLIENT** in the preparation of tax returns, they do not represent the advice or approval of tax professionals. **Rockingstone** strongly recommends that **CLIENT** consult a tax professional to determine the tax and accounting consequences of investments in the **Account**. Further, **CLIENT** should rely on the brokerage statements, transaction confirmations, and tax reporting forms provided by the Custodian for tax-related information. The **CLIENT's** and the **CLIENT's** tax advisors are responsible for how investments and the transactions in the **Account** are reported to the Internal Revenue Service or any other taxing authority. **Rockingstone** assumes no responsibility to the **CLIENT** for the tax consequences of any transaction. **CLIENT** further acknowledges that **Rockingstone** does not provide comprehensive financial planning services and the services it provides hereunder are not a complete investment program.

18. Termination.

(a) This Agreement will continue in effect until terminated by either party by written notice to the other, which written notice must be signed by the terminating party. Termination of this Agreement will not affect (i) the validity of any action previously taken by **Rockingstone** under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) **CLIENT's** obligation to pay investment management fees (prorated through the date of termination). Upon the termination of this Agreement, **Rockingstone** will have no obligation to recommend or take any action with regard to the securities, cash, or other investments in the **Account**.

(b) **CLIENT** agrees that **Rockingstone** may suspend the provision of services to **CLIENT** or delay, limit, restrict, or refuse any transaction for **CLIENT** at any time for any length of time without prior notice to **CLIENT** if **Rockingstone** believes in good faith that such suspension or delay is necessary or appropriate: (i) to ensure

compliance with, or to avoid, violating any law or regulation applicable to **Rockingstone** or a transaction relating to the advisory services provided hereunder; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over **Rockingstone** or a transaction relating to the advisory services provided hereunder; (iii) to avoid a loss to **Rockingstone** (including if **CLIENT** payment of fees is overdue, except with respect to charges then under reasonable and good faith dispute); (iv) due to interruptions in the access to or operation of any technology that **Rockingstone** directly or indirectly uses in connection the advisory services provided hereunder; (vi) to prevent a breach or violation of any term, condition, or other provision of this Agreement; or (vii) to obtain from **CLIENT** any additional information that **Rockingstone** in its reasonable discretion deems necessary for advisory services to be provided to **CLIENT** pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, **Rockingstone** reserves the right, at any time and without notice, to delay or manage the trading of **CLIENT** orders if **Rockingstone** determines it is appropriate and consistent with its obligations under this Agreement.

(c) If either **Rockingstone** or **CLIENT** request to close the Account, **CLIENT** hereby authorizes **Rockingstone** to instruct the Custodian to sell all securities in the Account, and any distributions generated by such securities following such request, and to send the cash, less any portion of the **Rockingstone** fee or other fees due, to either **CLIENT's** address of record or the funding account connected to the Account established with **Rockingstone**. Notwithstanding the foregoing, if **CLIENT** explicitly requests that securities be transferred to another custodian or broker-dealer, **Rockingstone** will instruct the Custodian to transfer, in accordance with **CLIENT** instructions, the securities remaining after each of the following are paid for with the proceeds of a sale: (i) any withdrawals pending when the termination notice was received or sent by **Rockingstone**; (ii) any unpaid fees or portion thereof due; (iii) the fees charged for processing the in-kind transfer to another custodian or broker-dealer; and (iv) any other fees due. **CLIENT** hereby acknowledges that, subject to the terms of the Custodian Customer Account Agreement, **CLIENT** may be required to provide additional instructions to the Custodian in order to obtain cash or transfer securities in the event of the termination of the **Account**.

19. Binding Effect; Successors and Assigns; Assignment; Waiver. This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and their respective successors, estate, permitted assigns, and legal representatives. Without limiting the foregoing, the clearing broker, the **Custodian**, or any custodian (designated by **CLIENT**) of the Assets, shall be protected in dealing with the **Account** in relying upon the authority granted by **CLIENT** to **Rockingstone** herein. If more than one person or entity has an ownership interest in the **Account**, then each person or entity agrees to be jointly and severally liable for all obligations under this **Agreement** with respect to the **Account**. This **Agreement** may not be assigned (within the meaning of the **Advisers Act** and/or any applicable state securities law) by either **CLIENT** or **Rockingstone** without the prior written consent of the other party. **CLIENT** shall be deemed to have provided prior written consent to an assignment of this **Agreement** if **CLIENT** does not object to the assignment in writing within thirty (30) days of receiving notice of such assignment. **Rockingstone** shall notify **CLIENT** of material changes in its ownership within a reasonable time after such change. **CLIENT** acknowledges and agrees that transactions that do not result in a change of actual control or management of **Rockingstone** shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the **Advisers Act** and/or any applicable state securities law. Waiver by either party of the performance of any of the provisions, covenants, or conditions of this **Agreement** shall not be construed as a waiver or relinquishment for the future performance of any such provisions, covenants, or conditions. No waiver by any party of one breach by another party shall be construed as a waiver with respect to any other subsequent breach.

20. Non-Exclusive Management.

(a) **Rockingstone**, its officers, members, employees, and agents may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as **Rockingstone** does for the **Account**. **CLIENT** expressly acknowledges and understands that **Rockingstone** shall be free to render investment advice to others and that **Rockingstone** does not make its investment management services available exclusively to **CLIENT**. Nothing in this **Agreement** shall impose upon **Rockingstone** any obligation to purchase or

sell, or to recommend for purchase or sale, for the **Account** any security which **Rockingstone**, its officers, members, or employees, may purchase or sell for their own accounts or for the account of any other client.

(b) **Rockingstone** provides management and investment advisory services to other clients that follow investment programs similar to or different from that of the **Account**. Conflicts of interest between the **Account** and other client accounts could exist, including with respect to the allocation of investment opportunities, time, and resources among the **Account** and such other client accounts of **Rockingstone**. **Rockingstone** may be compensated differently by the **Account** than other clients of **Rockingstone**. Conflicts of interest may arise as a result of **Rockingstone's** concurrent fiduciary duties to the **Account** and the other clients of **Rockingstone**. **Rockingstone** will regularly monitor the performance and investment portfolio of the **Account** simultaneously with its duty to manage the investment activities of other clients of **Rockingstone**. As a result, **Rockingstone** may determine, in its sole discretion, to allocate certain investment opportunities to its other client accounts and not to the **Account** (or vice versa). **Rockingstone** may also pursue and execute trades in the same or different securities for the **Account** and other client accounts at different times, which may contribute to different performance results among the **Account** and other client accounts of **Rockingstone**. **Rockingstone** may purchase or hold securities for the **Account** at the same time as **Rockingstone** sells such securities for other client accounts of **Rockingstone** or sell securities for the **Account** at the same time as **Rockingstone** purchases or holds such securities for other client accounts of **Rockingstone**.

21. Death or Disability. The death, disability, or incompetency of **CLIENT** will not terminate or change the terms of this **Agreement**. However, **CLIENT's** executor, guardian, attorney-in-fact, or other authorized representative may terminate this **Agreement** by giving written notice to **Rockingstone**. **Rockingstone** will not be responsible for any transfers, payments or other transactions in the **Account** made at the direction of a former account holder or incapacitated account holder before **Rockingstone** receives notice and has a reasonable amount of time to act on such official written notice. Following receipt of an official written notice, **Rockingstone** may require additional documents and reserve the right to retain the assets in and/or restrict transactions in the **Account** in **Rockingstone's** sole discretion. **CLIENT** recognizes that the **Custodian** may not permit any further **Account** transactions until such time as any documentation required is provided to the **Custodian**. Any former account holder and the estate of any deceased or incapacitated account holder will remain jointly and severally liable for any losses in the **Account** arising out of or relating to transactions initiated before **Rockingstone** actually receives and has a reasonable amount of time to act on such official written notice.

22. Arbitration. Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to **Rockingstone's** services under this **Agreement** cannot be resolved by mediation, both **Rockingstone** and **CLIENT** agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("**AAA**"), provided that the **AAA** accepts jurisdiction. **Rockingstone** and **CLIENT** understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both **Rockingstone** and **CLIENT** are waiving their respective rights to seek remedies in court, including the right to a jury trial. A party's ability to have a court reverse or modify an arbitration award is limited. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings. The arbitrators do not have to explain the reason(s) for their award except in very limited circumstances. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. The rules of the arbitration forum in which a claim is filed, and any amendments thereto, shall be incorporated into this **Agreement**. Arbitration must be commenced by service of written demand for arbitration or a written notice of intention to arbitrate upon the other party. The decision and award of the arbitrator(s) shall be conclusive and binding upon all parties, and any judgment upon any award rendered may be entered in a court having jurisdiction thereof, and neither party shall oppose entry. Any such arbitration shall be held in the city and state where **Rockingstone's** principal office is located at the time such arbitration is commenced. **CLIENT** acknowledges that **CLIENT** has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this **Agreement**. **CLIENT** acknowledges and agrees that in the specific event of non-payment of any portion of **Rockingstone's** compensation pursuant to section 3 of this **Agreement**, **Rockingstone**, in addition to

the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys' fees and other costs of collection. Any arbitration is voluntary in nature and it is clearly understood that it does not constitute a waiver of **CLIENT's** rights under the **Advisers Act** and/or any applicable state securities law.

THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST ROCKINGSTONE OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

23. Registered Investment Adviser. **Rockingstone** represents that it is a duly registered as an investment adviser with the U.S. Securities and Exchange Commission pursuant to the Advisers Act.

24. Disclosure Statement. **CLIENT** hereby acknowledges receipt or prior receipt, as applicable, of a copy of **Rockingstone's** Form ADV Part 2A Brochure, Form ADV Part 2B Brochure Supplement, and Form ADV Part 3 Relationship Summary.

25. Severability. Any term or provision of this **Agreement** which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this **Agreement** or affecting the validity or enforceability of any of the terms or provisions of this **Agreement** in any other jurisdiction.

26. Privacy Notice. **CLIENT** acknowledges receipt or prior receipt of **Rockingstone's** Privacy Notice.

27. Entire Agreement/Amendment; Other Agreements; Captions. This **Agreement** and its Schedules constitutes the entire agreement between **Rockingstone** and the **CLIENT**. This **Agreement** supersedes and replaces in its entirety any previous investment advisory agreement(s) between the parties. This **Agreement** may not be amended without the prior consent of **CLIENT** and **Rockingstone**. **CLIENT** shall be deemed to have provided prior written consent to an amendment of this Agreement if **CLIENT** does not object to the amendment within thirty (30) days of receiving notice of the amendment. The authority granted to **Rockingstone** by this **Agreement** is in addition to, and in no way limits, any rights that **Rockingstone** may have under any other agreement with **CLIENT**. Captions and headings of sections are for convenience only and shall not be used for the interpretation or determination of the validity of this **Agreement** or any provision hereof.

28. Applicable Law/Venue. Except to the extent preempted by **ERISA**, and 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 New York. In addition, to the extent not inconsistent with applicable law, the venue (i.e., location) for the resolution of any dispute or controversy between **Rockingstone** and **CLIENT** shall be the County of New York, State of New York.

29. Authority; Representations by Client. **CLIENT** acknowledges that **CLIENT** has all requisite legal capacity, authority, and power to execute this **Agreement** and to perform his/her/its obligations under this **Agreement**. **CLIENT** acknowledges that there are no encumbrances on the **Assets**. **CLIENT** acknowledges that the terms of this **Agreement** do not violate any obligation by which **CLIENT** is bound by contract, operation of law or otherwise. If action was required to authorize **CLIENT** to enter into this **Agreement**, **CLIENT** represents that such action has been taken by **CLIENT's** duly authorized representative. **CLIENT** agrees that this **Agreement**, when executed and delivered, will bind **CLIENT** in accordance with its terms. **CLIENT** is not an investment company (as that term is defined in the Investment Company Act of 1940, as amended). If **CLIENT** (or its beneficial owners) is or becomes an employee of, or associated with, a member of FINRA, **CLIENT** will inform **Rockingstone** of this status within seven (7) calendar days of such occurrence. **CLIENT** shall promptly notify **Rockingstone**, in writing, in the event that any representation or warranty by **CLIENT** in this **Agreement** changes or becomes untrue. In addition, **CLIENT** shall furnish **Rockingstone** with all information **Rockingstone** may reasonably require in connection with the management of the **Account**.

30. Best Efforts; Further Assurances. Subject to the terms and conditions herein provided, **CLIENT** agrees to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable to make effective the transactions and relationships contemplated by this **Agreement**. In the event that at any time after the date of this **Agreement** any further action is necessary to carry out the purposes of this **Agreement**, **CLIENT** agrees to take all such action without any further consideration therefor.

31. Independence. For all purposes of this **Agreement**, **Rockingstone** shall be deemed to be an independent contractor and, unless otherwise expressly provided in this **Agreement**, shall have no authority to act for or represent **CLIENT** in any way or otherwise be deemed to be an agent of **CLIENT**. Nothing contained in this **Agreement** shall constitute **Rockingstone** as a member, together with **CLIENT**, of any partnership, joint venture, association, syndicate or other entity, or be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of any other of them as such.

32. Counterparts. This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this **Agreement** may be communicated in portable document format (pdf) by electronic mail and shall be binding upon the parties so transmitting their signatures. Counterparts with original signatures shall be provided to the other parties following electronic mail transmission; *provided*, that the failure to provide the original counterpart shall have no effect on the validity or the binding nature of this **Agreement**.

[Signature page follows]

IN WITNESS WHEREOF, **CLIENT** and **Rockingstone** have each executed this **Agreement** and it is effective on the day, month, and year first above written.

CLIENT

CLIENT

ROCKINGSTONE ADVISORS LLC

By: _____
Eric R. Katzman
Its: _____
Partner

ROCKINGSTONE ADVISORS LLC

By: _____
Brandt A. Sakakeeny
Its: _____
Managing Partner

Schedule A

ERISA Representations

1. In the event **CLIENT** is an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), or **CLIENT's** assets constitute "plan assets" within the meaning of U.S. Department of Labor Regulation Section 2510.3-101 other than individual participants of a plan (any such employee benefit plan or plan assets, the "**Plan**"), **CLIENT** represents and agrees as follows:

(a) he or she is the duly authorized Plan sponsor or fiduciary of the Plan, has full authority and power to engage **Rockingstone** under the Agreement and that the engagement of **Rockingstone** pursuant to the Agreement does not violate any provision of the enabling documents governing investment of Plan assets (the "Plan documents") or exceed **CLIENT's** authority thereunder;

(b) **CLIENT** has independently determined that the retention of Rockingstone by **CLIENT** satisfies all applicable requirements of ERISA Section 404(a)(1), including the "prudent man" standards of ERISA Section 404(a)(1)(B) and the "diversification" standard of ERISA Section 404(a)(1)(C), and will not be prohibited under applicable provisions of ERISA Section 406 or Section 4975(c)(1) of the Internal Revenue Code of 1986, as amended. **CLIENT** has requested and received all information from **Rockingstone** that the **CLIENT**, after due inquiry, considered relevant to such determinations;

(c) **CLIENT** shall notify **Rockingstone** promptly in writing of any change in circumstance that could reasonably be anticipated to affect **CLIENT's** authority under the Plan;

(d) **CLIENT** has made all required determinations under the Plan documents that the investment strategy followed by **Rockingstone** is consistent with any restrictions or limitations established in the Plan documents, including those, if any, relating to asset allocation, diversification, and restricted securities;

(e) **Rockingstone** is not responsible and will not be held liable for the notification of Rockingstone's investment strategy to Plan participants as defined by ERISA. This responsibility shall be borne by the Plan sponsor or representative, or any agent other than **Rockingstone**, that the Plan sponsor so designates;

(f) **CLIENT** shall obtain and maintain during the effectiveness of the **Agreement**, such bonding as may be required by ERISA and to include Rockingstone among those covered by such bond;

(g) **CLIENT** agrees to immediately notify **Rockingstone** of any amendments to the Plan or to the investment strategy or guidelines applicable to the Plan; and

(h) **CLIENT** acknowledges and agrees that the information contained in this **Agreement** satisfies the notice and disclosure requirements of Section 408(b)(2) of ERISA and regulations issued thereunder.

2. In the event **CLIENT** constitutes a **Plan**, **Rockingstone** represents and agrees as follows:

(a) that it is duly registered as an investment adviser with the Securities and Exchange Commission (SEC);

(b) **Rockingstone** will maintain this registration status at all times during the term of the **Agreement**; and

(c) **Rockingstone** acknowledges its role as a "fiduciary," as defined in Section 3(21)(A)(ii) of ERISA, with respect to **CLIENT**. **Rockingstone** will provide its services under this **Agreement** with that degree of prudence, diligence, care and skill which a prudent person rendering similar services as an investment adviser would

exercise under similar circumstances. The provisions of this **Agreement** shall not be construed to imply any other obligation on the part of **Rockingstone** to observe any other standard of care. Except as required by ERISA, **Rockingstone** shall not be liable for the acts or omission of any other person, including but not limited to any acts or omissions of the **CLIENT's** Plan sponsor or any other fiduciary of **CLIENT**.

Schedule B

Fee Schedule

The annual fee for **Rockingstone's** investment management services provided to **CLIENT** and **exclusive** of digital assets described in the Digital Asset Addendum herein, is as follows:

Assets Under Management (AUM)	Annual Rates
<\$499,999	1.75%
\$500,000 - \$999,999	1.50%
\$1,000,000 - \$4,999,999	1.25%
\$5,000,000 - \$14,999,999	1.00%
>\$15,000,000	0.85%

Investment management fees are based on the quarterly market value of **CLIENT's Account** on the last day of each calendar quarter multiplied by the applicable annual rate and divided by 4. For the avoidance of doubt investment management fees are not tiered and exclude any investments in private entities and digital assets. Investment management fees are due and payable quarterly, in arrears, within ten (10) days after the end of the applicable quarter for which payment is due. Investment management fees will be pro-rated for periods where investment management services provided to the **Account** are for less than a full quarter.

Digital Asset Addendum

This Addendum, dated as of the _____, entered into by undersigned party, _____, (hereinafter referred to as the “**CLIENT**”), and **ROCKINGSTONE ADVISORS LLC**, (hereinafter referred to as “**Rockingstone**”), supplements the *Discretionary Investment Advisory Agreement*, dated November 8, 2021 (the “**Agreement**”), between **Rockingstone** and **CLIENT**, should **CLIENT** elect to invest in digital assets including cryptocurrencies, digital tokens, digital coins, and non-fungible tokens (NFTs), among others (collectively, “**digital assets**”). Capitalized terms used in this Addendum but not otherwise defined herein have such meaning as given in the Agreement.

This Addendum sets out the terms and conditions under which **Rockingstone** will provide ongoing discretionary management services with respect to the digital assets in **CLIENT**’s digital asset account (the “**Digital Asset Account**”). The terms and conditions in the **Agreement** apply to the **Digital Asset Account**, to the extent applicable, unless otherwise specified herein.

1. Digital Asset Account Requirements and Restrictions.

(a) In order for **Rockingstone** to manage **CLIENT**’s **Digital Asset Account** on an ongoing basis, **CLIENT** will need to open a **Digital Asset Account** with Gemini Trust Company, LLC (“**Digital Asset Custodian**”), a U.S. Department of Treasury Financial Crimes Enforcement Network (“**FinCEN**”) registered money services business which is licensed as a money transmitter in nearly every state, and be subject to the terms of the **Digital Asset Custodian**’s client agreement (the “**Digital Asset Custodian Client Account Set Up Form**”). **CLIENT** may not designate or select different service providers for the purchase and sale of **digital assets**.

(b) **Rockingstone** requires **CLIENT** to make a minimum investment of \$10,000 in the **Digital Asset Account**. Such requirement is subject to change in **Rockingstone**’s sole discretion, and is based, in part, upon the minimum investment requirement for the **Account**.

(c) **CLIENT** understands that **CLIENT** shall not be entitled or able to hold **digital assets** in the **Digital Asset Account** other than the **digital assets** selected by **Rockingstone**. **CLIENT** further acknowledges that **CLIENT** shall not be permitted to select or restrict the purchase of specific **digital assets** in the **Digital Asset Account**.

2. Scope of Engagement.

(a) The appointment, delegation of authority, and authorization set forth in the **Agreement** under section 1 also apply to **digital assets** in the **Digital Asset Account**, as applicable. For the avoidance of doubt, section 1(c) of the **Agreement** includes **digital assets** as supplemented by this **Addendum**.

(b) **Rockingstone** is authorized, without prior consultation with **CLIENT**, to buy, sell, and trade in **digital assets**, and give instructions in furtherance of such authority via Blockchange Inc., a third party digital asset management platform (“**Blockchange**”) to the **Digital Asset Custodian**.

(c) **CLIENT** understands that **Rockingstone** will use the information and/or documentation previously requested by **Rockingstone** in furtherance of the **Agreement**, such as information pertaining to **CLIENT**’s objectives, needs, and goals, for purposes of investing in **digital assets** in the **Digital Asset Account**. **CLIENT** agrees to keep **Rockingstone** informed of any changes regarding same. **CLIENT** acknowledges that **Rockingstone** cannot adequately perform its services for **CLIENT** unless **CLIENT** diligently performs his/her/its responsibilities under the **Agreement** and this **Addendum**.

(d) **CLIENT** further understands that **Rockingstone** reserves the right to change, in its sole discretion from time to time and without prior notice to **CLIENT** the **digital assets** made available to **CLIENT** that it deems appropriate to address the investment objectives, investment time horizon, and risk tolerance of **CLIENT**.

3. Fees and Compensation.

(a) Adviser Compensation. **Rockingstone** shall charge **CLIENT** an annual fee of 1.0% of the digital assets in the Digital Asset Account for investment management services provided with respect to **digital assets** under this **Addendum** (the “**Rockingstone Digital Asset Fee**”). This fee is separate and distinct from the fee assessed by **Rockingstone** related to the **Assets** managed under the **Agreement**. **CLIENT** acknowledges that the **Rockingstone Digital Asset Fee** will be calculated on a daily basis and assessed by **Rockingstone** monthly in arrears. To the extent that **CLIENT** engages **Rockingstone** any time after the first of a month, **CLIENT’s** fee will be prorated from the date of engagement through the end of the month. No increase in the fee percentage shall be effective without prior written notification to **CLIENT**.

(b) Other Fees. In addition to the **Rockingstone Digital Asset Fee**, **CLIENT** is responsible for the fees assessed by (i) **Blockchange** for use of its interface, which are based upon the total assets **Rockingstone** maintains on the **Blockchange** platform (the “**Blockchange Fee**”) – see **Blockchange** platform fees immediately below. The **Blockchange Fee** is calculated on a daily basis and billed monthly in arrears; and (ii) the **Digital Asset Custodian** for trade execution services (the “**Digital Asset Custodian Fee**”). **Rockingstone** also anticipates that third-party exchanges will charge the **Digital Asset Custodian** transaction-based exchange fees in connection with the purchase and sale of **digital assets** on those exchanges. In the event a digital asset transaction is effected on such third-party exchange for the **Digital Asset Account**, these transaction-based exchange fees will be automatically charged to the **Digital Asset Custodian** by the third party exchanges from the amount used to pay for the **CLIENT’s** investment in **digital assets**. These third-party exchange fees may be separately assessed.

Rockingstone’s Assets on Blockchange Platform (AoP)	Blockchange Annual Platform Fees	Rockingstone Annual Management Fees
<\$499,999	1.50%	1.00%
\$1,000,000 - \$9,999,999	1.25%	1.00%
\$10,000,000 - \$24,999,999	1.00%	1.00%
\$25,000,000 - \$49,999,999	0.75%	1.00%
>\$50,000,000	0.50%	1.00%

(c) Payment of Fees. **CLIENT** authorizes **Rockingstone** to deduct the **Rockingstone Digital Asset Fee**, **Blockchange Fee**, and **Digital Asset Custodian Fee** from the **Digital Asset Account**. In the event the **Digital Asset Account** has insufficient fiat currency to satisfy such fees, **Rockingstone** instructs and authorizes **Blockchange** to effectuate trade(s) of **digital assets** until the available fiat currency in the **Digital Asset Account** satisfies such fees.

4. Custody of Digital Assets and Account Statements.

(a) The **digital assets** shall be held by the **Digital Asset Custodian** in the name of the **CLIENT**, not **Rockingstone**. **Rockingstone** is authorized to provide instructions to **Blockchange** with respect to all investment decisions regarding the **digital assets** in the **Digital Asset Account** and the **Digital Asset Custodian** is hereby authorized and directed to effect transactions, deliver **digital assets**, and otherwise take such actions as **Blockchange** and **Rockingstone** shall direct in connection with the performance of **Rockingstone’s** obligations in respect of the **digital assets** in the **Digital Asset Account**.

(b) The **Digital Asset Custodian** maintains responsibility for all actions or failures to act on the part of such **Digital Asset Custodian** with respect to the **Digital Asset Account** as agreed to between **CLIENT** and such **Digital Asset Custodian**.

(c) **CLIENT** acknowledges that in addition to **Rockingstone** receiving all confirmations and account statements from **Digital Asset Custodian**, **CLIENT** will instruct **Digital Asset Custodian** to send copies of **CLIENT’s** confirmations and account statements to **CLIENT** or **CLIENT** will obtain and review account statements by

email from the **Digital Asset Custodian**. **CLIENT** shall access confirmations via the **Digital Asset Custodian** interface, as needed. **CLIENT** further acknowledges that **Rockingstone** cannot and does not guarantee the accuracy or completeness of any information provided to **CLIENT** or **Rockingstone** by **Digital Asset Custodian**. **CLIENT** agrees to (i) carefully review upon receipt all confirmations, statements, and any such other information that is sent by **Digital Asset Custodian** to **CLIENT**, and (ii) to compare the **Digital Asset Account** confirmations, statements, and other information received from **Digital Asset Custodian** to those presented on the Morningstar portal. **CLIENT** shall notify **Rockingstone** and/or **Digital Asset Custodian** of any discrepancy or unauthorized activity. **Rockingstone** may consider all confirmations, statements, and any other information to have been fully accepted by **CLIENT** as correct and conclusive unless otherwise notified within fourteen (14) calendar days of receipt. **CLIENT** is solely responsible for any loss that results from **CLIENT's** failure to notify **Rockingstone** of any discrepancy or unauthorized activity within the fourteen (14) calendar daytime period stated in this paragraph.

(d) **CLIENT** agrees to review information available to the **CLIENT** regarding the **digital assets**, as well as the account statements, transaction confirmations and tax reporting forms provided by **Digital Asset Custodian** for tax-related information. As provided for in the **Agreement**, **CLIENT** must rely upon its own representatives, including its own legal counsel and accountant, as to legal, tax and related matters concerning any **digital assets** in the **Digital Asset Account** or any **Digital Asset Account** transactions and for preparation of any legal, accounting or tax documents. **CLIENT** can access tax documents through the **Blockchange** website and/or the **CLIENT's** Gemini login, after such documents have been produced. **CLIENT** will also be able to download such documents (i.e. trade notifications, custodial statements, tax related forms) from Gemini.

5. Execution of Transactions in Digital Asset.

(a) **Digital Asset Custodian** may aggregate orders for the purchase and sale of **digital assets**. **Rockingstone** has no involvement in the purchase or sale of such **digital assets**.

(b) **CLIENT** acknowledges and agrees that all digital asset transactions for the **Digital Asset Account** must be effectuated by **Blockchange** and executed by the **Digital Asset Custodian** or such other service provider and money service business, respectively, selected at **Rockingstone's** discretion. **CLIENT** cannot designate or select a different service provider for the purchase and sale of **digital assets**.

6. Disclosure Statement. **CLIENT** hereby acknowledges receipt of an updated copy of **Rockingstone's** Form ADV Part 2A Brochure and Form ADV Part 3 Relationship Summary, inclusive of digital asset risk factors.

7. Client Information. **CLIENT** acknowledges and agrees that **Rockingstone** shares some or all of **CLIENT** information with **Blockchange** and **Digital Asset Custodian** and that, subject to the terms and conditions of the **Rockingstone's** SaaS Subscription Agreement with **Blockchange** and the **Digital Asset Custodian Client Account Set Up Form**, **Blockchange** and **Digital Asset Custodian** shall rely on such information to perform certain compliance functions including verifying **CLIENT** identity for customer identification purposes and anti-money laundering purposes and confirming that U.S. firms like **Rockingstone**, **Blockchange** and **Digital Asset Custodian** are permitted to provide **CLIENT** with services under applicable U.S. economic sanctions against various countries, individuals, and organizations.

8. Adviser Liability. **CLIENT** understands that, except as otherwise provided by law, neither **Rockingstone** nor any of **Rockingstone's Indemnified Persons** shall be liable to **CLIENT** under the terms of this **Addendum**: (a) for any loss that **CLIENT** may suffer by reason of any investment decision made or other action taken or omitted in good faith and with that degree of care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise of a like character and with like aims; (b) any act or failure to act by the **Digital Asset Custodian**, any broker, other professionals, or third party service providers with whom **Rockingstone** may deal with in connection with the subject matter of this **Addendum**, including, without limitation, any act or failure to act by the **Digital Asset Custodian** with respect to **CLIENT's digital assets**, as applicable; (c) for any loss caused by following **CLIENT's** instructions; (d) the loss or failure or delay in performance of any obligation under this **Addendum** arising out of or caused, directly or indirectly, by circumstances beyond **Rockingstone's** reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication service, accidents, labor

disputes, acts of civil or military authority, governmental actions and inability to obtain labor, material, equipment, or transportation; and (e) any indirect, special, incidental, non-compensatory, punitive or consequential damages, provided, however, that notwithstanding the foregoing, nothing contained in this section 8 or elsewhere this **Addendum** shall constitute a waiver by **CLIENT** of any legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived. If the **Digital Asset Account** contains only a portion of **CLIENT's** total assets, **Rockingstone** shall only be responsible for those assets that **CLIENT** has designated to be the subject of **Rockingstone's** investment management services under this **Addendum** without consideration to those additional assets not so designated by **CLIENT**. **Rockingstone shall have no liability for CLIENT's failure to promptly inform Rockingstone of changes in CLIENT's financial and/or economic situation, CLIENT's investment objectives, or any restrictions CLIENT wishes to propose that may affect the management of the digital assets.**

If **Rockingstone** is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name **CLIENT** as debtor or otherwise, **Rockingstone** shall be entitled to rely upon the representations, warranties, and statements made in such legal process. **CLIENT** hereby agrees that **Rockingstone** may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to the **Digital Asset Custodian**, or such other party as may be appropriate. **CLIENT** hereby agrees to hold harmless and indemnify **Rockingstone** for any losses, expenses, and costs, including attorneys' fees, incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.

If **Rockingstone** receives written notice from a personal representative, executor or administrator purporting to represent **CLIENT's** estate, **Rockingstone** shall be entitled to rely on all figures supplied and representations made in such written notice if **Rockingstone** is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

9. Indemnification. **CLIENT** agrees to defend, indemnify, and hold all **Indemnified Persons** harmless from any loss sustained by any **Indemnified Person** arising out of or in connection with (i) any breach of this **Addendum** by **CLIENT**, including **CLIENT's** failure to provide true, accurate, complete, and current information or to update information or any misrepresentations or omissions made by **CLIENT** in the **Agreement**; (ii) any direction, instruction or communication **CLIENT** provides to **Rockingstone** or any other **Indemnified Person** in connection with this **Addendum** and/or the **Digital Asset Account** (including deposits or withdrawals of **digital assets** to or from such **Digital Asset Account**); or (iii) any claim brought against any **Indemnified Person** relating to services provided to **CLIENT** prior to the execution of this **Addendum** by any person who at the time of the provision of such services was not an **Indemnified Person**. This indemnification shall survive the termination of this **Addendum**, the **CLIENT's** use of **Rockingstone's** advisory services with respect to **digital assets**, and the **Digital Asset Account**.

10. Termination. This **Addendum** will continue in effect until terminated by either party by written notice to the other, which written notice must be signed by the terminating party. Termination of this **Addendum** will not affect (i) the validity of any action previously taken by **Rockingstone** under this **Addendum**; (ii) liabilities or obligations of the parties from transactions initiated before termination of this **Addendum**; or (iii) **CLIENT's** obligation to pay the **Rockingstone Digital Asset Fee**, the **Blockchange Fee**, and the **Digital Asset Custodian Fee** (prorated through the date of termination). Upon the termination of this **Addendum**, **Rockingstone** will have no obligation to recommend or take any action with regard to the **digital assets** in the **Digital Asset Account**.

Termination of this **Addendum**, by **Rockingstone** or **CLIENT**, does not terminate the **Agreement** with **Rockingstone**. **CLIENT** acknowledges that **CLIENT** will continue to receive investment advisory services under the **Agreement** with **Rockingstone** (as it relates to securities) unless or until the **Agreement** is terminated by **CLIENT** or **Rockingstone**. However, if the **Agreement** is terminated, by **Rockingstone** or **CLIENT**, then this **Addendum** shall be simultaneously terminated. **Rockingstone** does not permit **CLIENT** to maintain a **Digital Asset Account** without also maintaining an **Account** with **Rockingstone**.

In the event **Rockingstone** or **CLIENT** terminates this **Addendum**, **CLIENT** authorizes **Rockingstone**, at the direction of the **CLIENT**, to instruct **Blockchange** to effectuate the sale of all **digital assets** in the **Digital Asset Account**, and **Digital Asset Custodian** to send cash, from any distributions generated by such assets following such

request, less any portion of the **Rockingstone Digital Asset Fee** or other fees due, to either **CLIENT**'s address of record or the funding account connected to the **Digital Asset Account**.

CLIENT acknowledges that, subject to the terms of the **Digital Asset Custodian Client Account Set-Up Form**, **CLIENT** may be required to provide additional instructions to the **Digital Asset Custodian** in order to obtain cash or transfer your **digital assets** in the event of the termination of the **Digital Asset Account**.

IN WITNESS WHEREOF, **CLIENT** and **Rockingstone** have each executed this **Addendum** and it is effective on the day, month, and year first above written.

CLIENT

CLIENT

ROCKINGSTONE ADVISORS LLC

By:_____

Eric R. Katzman

Its:_____

Partner

ROCKINGSTONE ADVISORS LLC

By:_____

Brandt A. Sakakeeny

Its:_____

Managing Partner